January 5, 2015

Linebarger, Goggan, Blair, & Sampson, LLP Steve Bird PO Box 17428 Austin, TX 78760

Dear Mr. Bird:

The Austin City Council approved the execution of a contract with your company for Debt Collection Legal Services in accordance with the referenced solicitation.

Responsible Department:	Law Department
Department Contact Person:	Meghan Riley
Department Contact Email Address:	Meghan.Riley@austintexas.gov
Department Contact Telephone:	(512) 974-2458
Project Name:	Debt Collection Legal Services
Contractor Name:	Linebarger, Goggan, Blair, & Sampson
Contract Number:	NR150000001
Contract Period:	12/31/2014 – 12/30/2015
Dollar Amount	Revenue
Extension Options:	Two 12-month options
Requisition Number:	RQM 14040800298
Solicitation Number:	RFP CDL2001
Agenda Item Number:	75
Council Approval Date:	12/11/2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau Senior Buyer City of Austin Purchasing Office

CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY") AND LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP ("CONTRACTOR") FOR DEBT COLLECTIONS LEGAL SERVICES

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Linebarger, Goggan, Blair & Sampson, LLP having offices at PO Box 17428, Austin, Texas 78746 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Request for Proposal ("RFP") No. CDL2001.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, RFP No. CDL2001 including all documents incorporated by reference
- 1.1.3 The Contractor's Proposal, dated July 10, 2014, including subsequent clarifications ("Contractor's Proposal")
- 1.1.4 Exhibit A, City of Austin Outside Counsel Terms of Engagement.
- 1.2 <u>Order of Precedence</u>. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
 - 1.2.1 This Contract
 - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
 - 1.2.3 The Contractor's Proposal as referenced in Section 1.1.3, including subsequent clarifications
 - 1.2.4 City of Austin Outside Counsel Terms of Engagement as referenced in Section 1.1.4.
- 1.3 <u>Term of Contract.</u> The Contract will be in effect for an initial term of 12 months and may be extended thereafter for up to two 12 month extension options, subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 <u>Compensation</u>. The Contractor's contingency fee for all services shall be 33% of all monies actually collected on all referred accounts. The City will reimburse the Contractor for any non-exempt court costs that have been pre-approved by the City, including but not limited to filing fees, services of process fees, and abstract or title research fees.
- 1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract. Work will be on an as needed basis as specified by the City.
- 1.6 <u>Clarifications and Additional Agreements.</u> The following are incorporated into the Contract.
 - 1.6.1 Tab 4: Program Plan I. Implementation Schedule of the Contractor's Proposal is revised to a 15 day schedule. All milestones stated in the proposed 60 day implementation schedule shall be met by the Contractor within 15 days of Contract execution provided the City supplies the Contractor with all information and data required to meet that timeframe.

1.6.2 Section 0400, Paragraph 10 of RFP No. CDL2001 is revised to change the City's mailing address for collections invoices to:

PO Box 685163 Austin, TX 78767

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP	CITY OF AUSTIN
Stave Bird Printed Name of Authorized Person	C. Danielle Lord Printed Name of Authorized Person
Cap Bil	Signature Pord
Managing Partner - Arstin Office Title:	Corp. Contract Compliance Mgr
12-30-14 Date:	12/31/14 Date:

CITY OF AUSTIN OUTSIDE COUNSEL - TERMS OF ENGAGEMENT

I. DEFINITIONS

"Agreement" means this Terms of Engagement, including all exhibits and any written amendments, and the Engagement Letter.

II. DUTIES OF FIRM

A. Scope of Services

We expect matters to be leanly staffed and economically handled. The Managing Attorney will be contacting you to discuss the specific work assignments, possible sharing of work between our in-house staff and your firm, and how to work together most efficiently to fulfill the engagement and to constrain costs. All decisions will be made jointly by you and the Managing Attorney.

Examples of such decisions include whether to:

- engage in extensive research on an issue and who will do the research;
- file a motion;
- hire an expert;
- · take a particular deposition; and
- engage in settlement negotiations and the scope of those negotiations.

The potential outcome of a case in litigation should be evaluated early and if early settlement is appropriate, it should be pursued at every stage of the case. If necessary and appropriate, use of a neutral third party is encouraged. Some cases, of course, must be fully litigated.

Any decision to appeal a case must be made by the City Attorney.

In litigation matters, all briefs and any affidavits of City of Austin employees done by your firm must be forwarded to the Managing Attorney for review, in draft, at least three business days before filing. No brief or affidavit may be filed until it has been approved by the Managing Attorney.

In non-litigation matters, discuss with the Managing Attorney the precise services requested and whether a formal opinion is desired, or informal oral or written assistance.

Copies of all legal research or memoranda which you create, whether intended for internal or external use, must be timely furnished to the Managing Attorney.

B. Representation

The Firm shall coordinate all aspects of its services with the Managing Attorney assigned to this matter. Contemporaneous copies of all pleadings, legal memoranda, and correspondence shall be submitted to the Managing Attorney. All policy decisions, including but not limited to all settlement actions shall be made by the Managing Attorney. Please note that formal action by the Austin City Council may be required to approve certain actions, including settlement. All contact with City Officials must be coordinated through the Managing Attorney.

C. Conflict of Interest

Before commencing work on this assignment, you must verify whether your firm has a conflict of interest with respect to the parties involved. If any conflicts are present, please advise the Managing Attorney immediately in writing.

Your Firm may be asked to represent various clients whose interests are adverse to those of the City. By signing the Engagement Letter, you affirm that no such conflict exists. Further, during the course of this representation, your firm shall refrain from representing clients whose interests may conflict with those of the City. Should such a conflict arise, you shall contact the Managing Attorney immediately to discuss the situation.

D. Assignment

The Firm may not assign this Agreement in whole or in part, or subcontract any legal services without the prior written consent of the Managing Attorney.

E. Budget Cap to Complete the Engagement

If required by the Managing Attorney for this engagement, the Firm's budget for this matter is attached. The budget may include an agreement that work on this matter will be billed on an hourly basis with total fees to complete work on the matter capped at the budget limit. The budget shall include a list of specific legal services, including a detailed estimate of all fees, expenses, and costs for each legal service to be performed. If it becomes apparent to the Firm that it may exceed the budget cap because of unforeseeable, exceptional circumstances, the Firm may notify the Managing Attorney in writing describing in detail the reason why the Firm seeks to increase the budget cap. It is solely within the City's discretion to deny or agree to a budget cap increase.

F. Ethics

In providing legal services to the City, the Firm and each attorney providing services to the City shall fully comply with the Texas Disciplinary Rules of Professional Conduct. The law firm shall promptly notify the City if any disciplinary action or malpractice action is instituted against the law firm or an attorney providing services to the City.

G. Media Inquiries

All inquiries from the media must be referred to the Managing Attorney for response. No public comment on litigation matters may be made without prior approval from the City Attorney.

H. Authorized Expenditure Ceiling

The total cost of fees and expenses to the City for representation in this matter shall not exceed the authorized expenditure amount specified in the Engagement Letter. If the City requires additional services, a new or amended Agreement is required before fees or expenses exceeding the expenditure ceiling are incurred. The City will not pay any amount in excess of the authorized expenditure ceiling without a new or amended written agreement. Unlike the Budget Cap which is fixed for the engagement, the authorized expenditure ceiling may be increased if additional work is authorized.

I. Expenses

The Firm shall exercise prudence in incurring expenses. The Firm agrees to timely pay for all reasonable expenses incurred during representation of the City in this matter, including litigation expenses, if applicable. Such payments shall be made as they become due and payable subject to reimbursement as provided in this Agreement. The City agrees to reimburse the Firm for the reasonable,

actual cost of expenses incurred in this matter as provided in the Billing Requirements section of this Agreement.

J. No Increase in Billing Rates

The City will not increase billing rates for any matter which is in progress without the written approval of the City Attorney in an amended Rate Schedule.

K. Indemnity and Insurance

The Firm shall indemnify and hold the City harmless from any claims, liability, damages, suits, causes of action, and judgments arising out of or caused by the negligence, gross negligence, malpractice, or willful misconduct of the Firm, or any attorney associated with the Firm, in the rendering of legal services. The Firm shall carry professional liability insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence and shall not permit such insurance to be canceled or lapse during this engagement. The Firm shall provide an insurance certificate or other proof of insurance to the Managing Attorney with the return of the signed Engagement Letter.

L. Work Products

It is agreed that all files, reports, exhibits, pleadings, data compilations, memoranda, and other work products produced under this Agreement, collectively, the "Documents," are the property of the City of Austin. Upon termination, the Firm may retain a copy of the Documents, but the Firm shall deliver the original Documents to the City Attorney on request, at no expense to the City.

III. BILLING INSTRUCTIONS

Failure to follow these policies may result in no payment for part or all of the fees associated with work that does not comport with these policies.

The City will not pay for work outside the scope of work and assignments approved by the Managing Attorney.

All invoices must be submitted with a remittance page. Your firm's name and remittance address must exactly match your registration on the Vendor Self Service System (VSS).

If your firm has a change of address, you must notify the Managing Attorney immediately and update your registration on VSS. If you move to a different firm, you must indicate in writing your final date with the firm, submit a final invoice from the firm, and indicate your start date with your new firm. The continuation of this engagement and any staffing changes at your new firm must be approved in writing by the City Attorney.

A. Billing Requirements

- 1. Itemized bills must be submitted on Firm letterhead on a monthly basis.
- 2. Itemized bills must include a remittance page.
- 3. The Firm shall bill time in 1/10th of an hour increments.
- 4. The negotiated hourly rates on the attached Rate Schedule include all overhead and internal charges associated with your firm's practice. The City expects that work for the City will be done at a substantial discount from the firm's general billing rates. The City will not separately pay for overhead or law firm costs associated with services of secretaries, word processors, librarians, investigators, or other support staff.
 - 5. The City will not pay for time spent preparing, discussing, or correcting a billing statement.

- 6. The City will not pay for opening routine correspondence which does not require a response or impact the merits of the case.
- 7. The City expects inefficiently spent time to be shown on the bill and written off in the sound exercise of billing judgment.
- 8. Any attorney work product for which the City is billed shall be provided to the City, either electronically or as a paper copy at the time it is completed.
- 9. If the Firm requests attorney fees in a contested motion and fees are awarded, the draft should be made payable to the City of Austin, or the amount of the award must be specifically credited on the next billing statement.
 - 10. A copy of all invoices, bills, and receipts for expenses shall be attached to the monthly bill.
- 11. Expenses over and above the limits set forth herein shall be borne solely by the Firm and shall not be reimbursed under this Agreement.

B. Billing Statement Requirements

All billing statements must contain the following information:

- 1. IRS taxpayer identification number of the firm or attorney.
- 2. The vendor's name and address which must exactly match the name and address on the VSS (e.g., if the name includes L.L.P., it must match on the bill and on VSS).
 - 3. Style of case or Matter description.
 - 4. A remittance page with the monthly statement.
- 5. Dates of service and a detailed description of service. Vague descriptions, such as "review," "update," "attention to file," "research," and "trial preparation" without more specifics are not acceptable.
- 6. Name, classification (e.g., "partner," "associate," "legal assistant"), billing rate for the person doing the task, and specific time for service to a tenth of an hour.
- 7. Detailed listing of all expenses with supporting documentation for all third party and travel expenses.

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Sales and Use Tax. The Firm's invoices to the City must not contain assessments of any of these taxes.

C. <u>Consultations</u>

- 1. The City will not pay for inefficient conferences among outside attorneys or support staff. The City expects the matter to be leanly staffed.
- 2. The City will not pay for time involved educating an outside attorney on a particular matter when it has previously been handled by another attorney in the Firm.

D. Court Proceedings Attendance

- 1. Attendance of more than one attorney at depositions or court proceedings, including trials, is not reimbursable without prior approval by the Managing Attorney. Generally, one attorney is expected to handle matters.
- 2. Time involved for clerks, junior associates, or paralegals to accompany counsel to depositions, hearings, or trials for training purposes is not reimbursable.

E. Inefficient or Duplicate Work

The City will not pay for inefficient work, including the following:

- 1. More than one attorney performing any one task on a matter.
- 2. An attorney to re-do the work of a paralegal or another attorney.
- 3. Multiple entries for reviewing correspondence, documentation, trial, and/or deposition transcripts, indicative of inefficient work.
 - 4. Repeat and inefficient research on an issue.
- 5. Legal research over 3 hours or any paralegal project over 5 hours, without prior Managing Attorney approval.

- 6. Research for matters which should be within the knowledge of an experienced practitioner.
- 7. Time spent training junior or other lawyers.

F. Expenses

The City will not pay for the following expenses:

- 1. General operating expenses other than long-distance phone bills, postage, and copying (not to exceed 10 cents per page).
 - 2. Unnecessary use of express mail, facsimile transmissions, or couriers.
 - 3. Any computerized legal research over \$200.00 without prior Managing Attorney approval.

The Firm must evaluate the need to engage experts, investigators, visual aid companies, etc. on a case by case basis, and must obtain approval of the Managing Attorney before retaining any such services.

G. Travel

The City will not pay:

- 1. For time spent traveling unless productive work is done during that time or a specific arrangement is agreed to in writing with the City Attorney in an amendment to this agreement.
- 2. For air travel expenses in excess of standard coach or economy fares. Counsel is expected to take advantage of special fares or discounts whenever possible and will check with the Managing Attorney for information on City vendor discounts.
- 3. For lodging and meals that exceed the per diem rates established by the U. S. General Services Administration.
 - 4. For alcoholic beverages.
 - 5. For charges from in room hotel "honor" bars.

The City will pay for automobile mileage not to exceed the amount permitted as a business expense under the Internal Revenue Code.

IV. DUTIES OF CITY

A. Payment Terms

- 1. The City shall pay the Firm on the basis of monthly invoices submitted by the Firm and approved by the City Attorney or his designee.
- 2. The City shall make payments to the Firm within 30 days of receipt of an invoice meeting contract and billing requirements.

B. <u>Disputed Payments</u>

- 1. If the City disputes any item in an invoice the Firm submits for any reason, the Managing Attorney shall advise the Firm of the issue and request that the Firm submit a new invoice of current date that does not include the disputed amount. The City will not pay for time spent discussing or correcting an invoice.
- 2. If the dispute is later resolved in the Firm's favor, the Firm may include the disputed amount on a separate invoice or on a subsequent monthly invoice.

C. Written Amendment

Unless otherwise specified, this Agreement may be amended only by written instrument executed by the City Attorney.

V. GENERAL PROVISIONS

A. Compliance with Laws

This Agreement and all disputes concerning this Agreement shall be governed by the laws of the State of Texas. Venue of any civil action between the parties regarding this Agreement shall lie exclusively in Travis County, Texas. All obligations of the parties shall be deemed performable in Travis County, Texas.

B. Right to Audit

The City has the right to inspect and audit all books, records, and documents of the Firm pertaining to this engagement at any reasonable time, to the extent necessary to verify the accuracy of any statement, charge, or computation.

C. Audit Expenses

If the Firm is asked to provide information to the City, including, but not limited to City auditors (either City employees or professionals hired by the City to audit the City's records) or the City finance department, the Firm shall provide such information at no additional cost to the City.

D. Entireties

This Agreement, together with the engagement letter, shall constitute the entire Agreement and understanding of the parties concerning the engagement of the law firm. There shall be no amendment or modification to this Agreement, except in writing signed by all parties.

E. Severability

If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court or an agency of competent jurisdiction, such declaration shall not affect the remainder of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

VI. TERMINATION

Termination of Agreement

The City may terminate this Agreement with or without cause at any time. Upon receipt of a written request by the City, the Firm shall immediately discontinue work under the Agreement and transmit all files or written materials to the City. Thereafter, only those legal services necessary to effectuate termination of representation or transfer to another attorney may be performed. All such services must be expressly authorized in advance and in writing by the Managing Attorney.

Section 0400: Supplemental Purchase Provisions

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office five (5) days prior to the Solicitation due date. Please send questions in writing to Danielle Lord by email:

Danielle.Lord@austintexas.gov

- 2. **INSURANCE**: Insurance is required for this solicitation.
 - A. <u>General Requirements</u>: See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
 - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
 - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
 - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
 - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office Attn: Danielle Lord-RFP CDL2001 P. O. Box 1088 Austin, Texas 78767

- B. <u>Specific Coverage Requirements</u>: The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's

Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. <u>Commercial General Liability Insurance</u>: The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. <u>Business Automobile Liability Insurance</u>: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage

- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. Professional Liability Insurance: The Contractor shall provide coverage, at a minimum limit of \$250,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the contract.
- D. <u>Commercial Crime Policy:</u> Section 0300, 32.B is modified to add the following requirement:

Contractor shall provide coverage for all losses emanating from the handling of City checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of \$1,000,000.

E. <u>Endorsements</u>: The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **PERFORMANCE BOND:**

- A. The Contractor shall provide a Performance Bond in an amount equal to 75% of the projected annual recovery estimates within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

4. **FACTA COMPLIANCE:**

The City requires Offerors submitting Offers on any Solicitation which may utilize or access City Customer Account Information, directly or indirectly, to provide a signed affidavit certifying that the Offeror has reviewed the provisions of the Fair and Accurate Credit Transactions Act (FACTA) [16 CFR 681] and agrees to exercise due diligence, in accordance with reasonable policies and procedures, to detect, deter and prevent the risk of identity theft (See Section 0840, FACTA Affidavit included in the solicitation).

By signing the Affidavit, the Offeror affirms to the City that it maintains its own identity theft prevention program. The City may only award a Contract, to which this provision applies, once the signed and notarized Affidavit is received.

5. **TERM OF CONTRACT**:

- A. The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to two (2) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
- 6. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
- 10. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)
 - A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Legal Department
Attn:	Teresa Medina

Address	301 West 2 nd Street
City, State Zip Code	Austin, TX 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- 11. <u>LIQUIDATED DAMAGES</u>: Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to pay the City's actual damages resulting from the Contractor's default; as security for these damages, the City may collect on the Contractor's Performance Bond, as applicable.

12. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

13. **ECONOMIC PRICE ADJUSTMENT**:

- A. Price Adjustments: Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. <u>Effective Date</u>: Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. <u>Adjustments</u>: A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. <u>Indexes</u>: In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data

- (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. Index Identification: Complete table as they may apply.

Weight % or \$ of Base Price: 100%		
Databasa Massas Dasabasas Delas Index		
Database Name: Producer Price Index		
Series ID: PCU5411—5411		
30100 IB. 1 300 111 3		
	☐ Seasonally Adjusted	
Geographical Area: U.S. City Average		
Soograpmour / Hour City / Wordge		
Description of Series ID: Legal Services		
This Index shall apply to the services identified in the Cost Proposal section.		
11.3		

E. <u>Calculation</u>: Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- 14. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
 - A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
- 38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

	Meghan Riley
_	Meghan.Riley@austintexas.gov
_	512-974-2458

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

City of Austin Purchasing Office 0500 Scope of Work for Debt Collections Legal Services

1.0 INTRODUCTION

The City of Austin (City), population 840,000, is the 13th largest city in the country. The City continues to lead the country with its vision of being the "Most Livable City in the Country", emerging as a player on the international scene with such events as SXSW, Formula 1 and being home to companies such as Apple, Samsung, Dell, The Seton Healthcare Family and St. David's HealthCare systems. From the home of state government and the City of Texas, to the "Live Music Capital of the World" and its growth as a film center, The City has gained worldwide attention as a hub for education, business, health, and sustainability. Since 1900, the City's population has doubled every 20 years, with continued projected record-breaking growth into the next decade and beyond.

2.0 BACKGROUND

The City's in-house legal counsel currently performs collection activities and intends to outsource the collection of delinquent penalties, loans, bills and accounts. In FY 13, in-house legal counsel collected approximately \$270,000 in revenue for the City based upon roughly 20 active lawsuits. In-house legal counsel also negotiates pre-suit payment plans on behalf of City departments for an average of 100-140 active files for the City.

The City currently has collection contracts in place for municipal court fines, library fines, and emergency services ambulance billing; furthermore, the City's publically-owned utilities manage collection efforts for delinquent water, waste-water, electric and municipal waste services accounts.

3.0 PURPOSE

The City, is seeking qualified firms or agencies to provide legal services in the collection of public debt and delinquent payments owed to the City.

4.0 SCOPE OF WORK

- 4.1. Contractor shall perform collection services for the following types of collections files:
 - 4.1.1 Building and Standards Commission penalties;
 - 4.1.2 Austin Police Department Alarm fees;
 - 4.1.3 Delinquent Hotel Occupancy Taxes;
 - 4.1.4 Neighborhood Housing and Community Development loans;
 - 4.1.5 Regulatory fees and liens on behalf of the City's Code Compliance, Health and Permitting Departments.
 - 4.1.6 Property damage claims on behalf of multiple City Departments.
 - 4.1.7 Delinquent accounts on behalf of the Convention Center.
- 4.2 The scope of services to be provided by the selected Contractor shall include but not be limited to, collaborating with the City Attorney's Office to provide the following services:
 - 4.2.1 Formally demanding payment of each collection item, or seeking a payment arrangement satisfactory to the City under which the collection item will be paid.
 - 4.2.2 Prepare and enter into Agreement for installment payments for collections files based upon pre-approved forms and criteria.

CDL2001 0500 Page 1 of 2

City of Austin Purchasing Office 0500 Scope of Work for Debt Collections Legal Services

- 4.2.3 Referring any debt deemed to be collectible through litigation to the City for authorization to pursue further collection efforts.
- 4.2.4 Preparing and filing of pleadings, motions, judgments, and abstracts.
- 4.2.5 Maintaining appropriate records, including financial records that can be audited.
- 4.2.6 Transmitting payments to the City of gross amount received through collection efforts;
- 4.2.7 Preparing monthly statistical reports of dollars collected and customer contacts.
- 4.2.8 Preparing and providing detailed operating reports as necessary for evaluation by the City.
- 4.2.9 Preparing and submitting invoices that reflect the sum total of the contingent fee associated with monies collected on a monthly basis.
- 4.3 The City reserves the right to add additional services as requested by the City Attorney, that are not specifically outlined above.

5.0 PROGRESS REPORTS

- 5.1 The Contractor shall be able to capture, update, report and transfer any and all information gathered to the City in an automated manner. Reporting shall be on a monthly basis, or as otherwise requested by the City. The Contractor shall prepare and submit detailed management reports.
- 5.2 At the request of the City, the following reports must be provided within five (5) business days
 - 5.2.1 Account status report: which includes at minimum the following information:
 - -Debtors name and file number
 - -Amount and date payments received by Contractor for each individual collection file.
 - -Balance outstanding
 - -Number of open collection files
 - -Number of and amount for installment agreements
 - -Number of returned files deemed uncollectible
 - 5.2.2 Lawsuits:
 - -Type of collection file
 - -Service information
 - -Judgments entered
 - -Judgments abstracted
 - 5.2.3 Uncollected Accounts:
 - -Debtors name and file number
 - -Type of collection file
 - -Reason the debt is uncollectible (ie death, statute, or City request)

CDL2001 0500 Page 2 of 2



City of Austin, Texas

Proposal for RFP #CDL2001: Debt Collections Legal Services,

Due July 10, 2014 at 2:00 p.m.

Contact:

Steve Bird, Managing Partner

Jeff Garcia, Partner

2700 Via Fortuna Drive, Suite 400

Austin, Texas 78746

512.447.6675, ext. 3833

steve.bird@lgbs.com

jeffrey.garcia@lgbs.com

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
The Terrace II
2700 Via Fortuna Drive, Suite 400
P. O. BOX 17428
AUSTIN, TEXAS 78760

512/447-6675 ext 3833 FAX 512/443-3494

Douglas Steven Bird, Partner

email to steve.bird@lgbs.com

July 10, 2014

Danielle Lord Corporate Contract Compliance Manager City of Austin 124 West 8th Street, Rm 310 Austin, Texas 78701

RE: RFP #CDL2001—Debt Collections Legal Services

Dear Ms. Lord:

On behalf of the law firm of Linebarger Goggan Blair & Sampson, LLP (Linebarger Goggan), I am pleased to submit one (1) original and six (6) electronic copies of this proposal to provide collection services for the City of Austin (City). As managing partner of the firm's Austin office, I have authority to bind the firm to a contract.

Linebarger Goggan has combined the disciplines of law, collections, and technology to form a collection program that has achieved excellent results for our governmental clients. Our goal is to provide governmental entities with a level of collection services that surpasses the industry standard. We would love to put that program to work for the City of Austin.

Linebarger Goggan has been part of the Central Texas community since its founding in 1976, when we opened our Austin office, and since then, we have taken great pride in serving numerous communities in the area. Not only have we been doing business in the grater Austin area since then but our Austin office staff of about 100 refer to this area home, where each of us are active members of the community on many levels. From sponsoring an annual team in the Austin Susan G. Komen Race for the Cure to being members of the Austin Area Urban League, the Greater Austin Hispanic Chamber of Commerce and contributing members of the Health Alliance for Austin Musicians and Keep Austin Beautiful organizations (just to name a few) our Firm and our employees care about and have a vested interested in the quality of life here in Austin.

In 1976, out of our Austin office, Linebarger Goggan began collecting delinquent government receivables in Texas. Today, Linebarger Goggan has 43 offices (30 in Texas) in 12 states and employs more than 1,100 collection professionals, including 100 attorneys and 250 collectors. We have gained the respect and loyalty of our clients because they have confidence in our people, our collection methods, and the results we achieve.

Danielle Lord Corporate Contract Compliance Manager City of Austin July 10, 2014 Page 2

While the City's portfolio of receivables for this particular RFP is relatively unique, we are confident that we can successfully execute a collection program to your satisfaction. We are available to answer any questions you may have about our proposed collection program and would be pleased to make a presentation if requested. If at any time during the selection process the City should revise its criteria, we would welcome the opportunity to negotiate any additional desired services or enhancements with the City.

Thank you for your time and consideration. Linebarger Goggan would consider it an honor to represent the City of Austin in the collection of delinquent receivables.

Respectfully submitted,

Douglas Steven Bird Managing Partner Austin Collections



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Attached Envelope (with original only) CONFIDENTIAL

Audited Financial Statements for the Past Two Years





Executive Summary

Last year the law firm of Linebarger Goggan Blair & Sampson (Linebarger Goggan) managed more than \$10 billion in delinquent government receivables and generated approximately \$1 billion in revenue for state and local governments. Augmenting tight budgets, these dollars were often the critical component in preserving essential services and delivering on promises made.

Leaders in Collecting Government Receivables

Since its founding in 1976, Linebarger Goggan has been focused on the collection of government receivables. Today we serve over 2,300 government entities, and can recover receivables from customers in every U.S. state, territory, and possession.

The Office Locations of Linebarger Goggan Blair & Sampson, LLP



Linebarger Goggan operates 43 offices in 12 states:

- California
- Colorado
- Delaware
- Florida
- Illinois
- Michigan
- Missouri
- Nevada
- New York
- Ohio
- Pennsylvania
- **Texas**

Executive Summary

Proposal Highlights

- 38 years of experience collecting governmental receivables.
- An experienced collection workforce of more than 1,100 that includes more than 100 attorneys, 250 collectors and more than 130 IT technicians.
- Full-service collection program tailored to the City's specific needs.
- Collection team led by an Austin attorney and backed by the resources and experience of a national law firm whose practice is focused on governmental collections.

Linebarger Goggan's Solution

Linebarger Goggan offers the City of Austin (City) a solution for recovering its delinquent accounts receivable. Operational tasks include developing effective skip tracing, mailings, outbound call campaigns, payment processing, and providing the City with regular performance reports and communications. Our service will also include all equipment (hardware and software), telecommunications devices, insurance, and other services necessary to complete collections tasks. Some of the features of the collection program that we offer the City are as follows:

- Contact with customers through phone calls and mail
- Professional collectors, many of whom are bilingual
- Experienced attorneys to oversee all aspects of the collection program
- Nationwide locator service to find missing customers
- Bilingual collection letters designed to attract customer's attention
- Dedicated call centers with toll-free numbers
- Installment plans for customers who meet criteria
- Reports (progress, lawsuits, uncollected amounts, statistical, operating) and invoices submitted to the City on an agreed upon schedule
- Litigation, with the preparation and filing of pleadings, motions, judgments, and abstracts
- Maintaining records for this contract that can be audited
- Transmitting payments to the City
- Performing additional services requested by the City

Benefits to the City

No up-front costs: Our fees are contingency-based, and we bear all expenses related to collections. We get paid only when we recover a client's delinquent accounts receivable. Clients increase their revenue with no up-front, out-of-pocket costs.



Section 1: Executive Summary

Client responsiveness and team flexibility: We tailor our approach to exceed our client's expectations. Tested over almost four decades, the firm's collection processes and technology are flexible and adaptable to each client's individual needs and requirements.

Enhanced technology: Using advanced computer systems and the latest in telecommunications technology, our collectors make personal contact with more customers. We also maintain online access to many of the best national skiptracing information sources.

Trained collector workforce: Our collectors are trained via one of the most rigorous programs in the industry. Collectors use a collaborative, sensitive, yet firm approach when communicating with customers, which elicits the maximum response.

Proven, experienced leadership and management: Our partners and managers promote a positive, professional, and demanding work ethic, resulting in an outstanding record of customer satisfaction and low customer complaints.

Conclusion

Linebarger Goggan has worked with governmental entities for more than 38 years with an excellent level of client satisfaction. We understand the City's goals and challenges. Our Austin office employees live and work in the city. Their lives and work are intimately entwined with the successes of their local government; they will work tirelessly to achieve the highest standard of collections to ensure the City's satisfaction.

We are one of the largest collection law firms in the nation and have extensive experience in collecting delinquent receivables. We have an excellent reputation in this arena and would welcome the opportunity to develop a first-class program for the City.







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Addendums



ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

SOLICITATION NO: CDL2001

ADDENDUM NO: 1

DATE OF ADDENDUM: 6/19/2014

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Ouestions and Answers:

- Q1: Is the City accepting proposals from standard ACA Collection Agencies or Law Collection Firms?
- A1: The City will be considering Law Collection Firms for this RFP.
- Q2: Who is the City currently contracting with for these services and how long have they had the contract?
- A2: The City does not currently have a contract for this type of service.

II. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced solicitation.

APPROVED BY:

Danielle Lord, Corporate Contract Compliance Manager Purchasing Office, 512-974-2298

ACKNOWLEDGED BY: Linebarger Goggan Blair

& Sampson, LLP

SUPPLIER

AUTHORIZED SIGNATURE

7/8/2014

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION.

Page 1 of 1





ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

SOLICITATION NO: CDL2001 ADD

ADDENDUM NO: 2

DATE OF ADDENDUM: 6/20/2014

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Ouestions and Answers:

- Q1: Will the City accept Accord Certificates for all the types of insurance required (and in the amounts requested) in this RFP? Can we use them in lieu of requesting letters from our various insurance agents in order to document our abilities to provide coverage under Section 0600 B. Tab 2 viii?
- A1: The City will accept Accord Certificates in lieu of individual insurance agent letters.

II. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #2 is hereby incorporated and made a part of the above referenced solicitation.

APPROVED BY:

Danielle Lord, Corporate Contract Compliance Manager Purchasing Office, 512-974-2298

ACKNOWLEDGED BY:

Linebarger Goggan Blair

& Sampson, LLP

SUPPLIER

ALTHORIZED SIGNATURE

7/8/2014

DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION.

Page 1 of 1





ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

SOLICITATION NO: CDL2001 ADDENDUM NO: 3 DATE OF ADDENDUM: 6/24/2014

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Ouestions and Answers:

- Q1: Please confirm the due date for this procurement is 7/10/2014.
- A1: The deadline for proposals is 7/10/14 at 2:00 p.m.
- Q2: What is the date by which you will answer these questions?
- A2: We will issue an addendum to answer any questions submitted as soon as possible. However, there is a scheduled Pre-proposal conference scheduled for 7/1/14 at 10:00 a.m. at 124 West 8th Street. 3rd Floor, Rom 335.1, Austin, TX 78701.
- Q3: Why is the contract out to bid at this time?
- A3: The City's in-house legal counsel currently handles litigation and pre-litigation involving its collections files and the City intends to make a change from this current structure.
- Q4: When is the anticipated contract start date?
- A4: We anticipating October 2014, if not sooner.
- Q5: Has the current contract gone full term?
- A5: We do not currently have a contract of this type for this service. See responses to questions numbers 3 and 7.
- Q6: Have all options to extend the current contract been exercised?
- A6: We do not currently have a contract of this type for this service. See responses to questions numbers 3 and 7.
- Q7: Who is the incumbent, and how long has the incumbent been providing the requested services?
- A7: Currently the City's in-house legal counsel handles litigation and pre-litigation for collections files. We do not currently have a contract of this type for this service.

- Q8: To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?
- Location or headquarters preference is explained in the 0600 Proposal Preparation A8: Instructions & Evaluation Factors under Tab 9 - Section 0605 Local Business Presence Identification Form. It states "The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence." Under Evaluation Factors and Award it states, "Up to 10 points will be awarded to a firm that that are headquartered in the Austin Corporate City Limits, or has a branch located in the Austin Corporate City Limits in operation for the last five (5) years."
- Q9: How are fees currently being billed by any incumbent(s), by category, and at what rates?
- A9: We do not currently have a contract of this type for this service. However, in Tab 8- Cost Schedule/Submission we are requesting that proposers detail the estimated annual costs associated with their proposal. To include the cost of labor, materials, supplies, travel, printing, and fees including administrative burden. We are requesting proposers to complete and submit the following information with their proposal:

The basis of the fee (flat fee per account assigned, percentage of revenue etc).

The fee for each of the major categories listed in the Scope of Work.

The fee or manner in which a fee would be negotiated for any other accounts or indebtedness not specifically listed in this RFP the City may assign for collection.

- Q10: What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?
- A10: None, we do not currently have a contract of this type for this service. See responses to questions numbers 3 and 7.
- Q11: To how many vendors are you seeking to award a contract?
- A11: We anticipate awarding to a single vendor.
- Q12: Please describe your level of satisfaction with your current vendor(s), if applicable.

 Page 2 of 4

- A12: We do not currently have a contract of this type for this service. See responses to questions numbers 3 and 7.
- Q13: Can you please provide a greater description of the specific kind of receivables to be placed for collection?
- A13: -Unpaid fees related to alarm permits and false alarms under City Ordinance.
 - -Unpaid hotel occupancy taxes.
 - -Unpaid bills related to third party damage to city property.
 - -Outstanding Ioans or balances related to Neighborhood Housing and Community Development Ioans.
 - -Unpaid bills relating to Austin Convention Center contracts.
- Q14: To what extent are these accounts owed by private consumers versus commercial businesses?
- A14: We do not track collections matters involving commercial versus private consumers. However, the City's hotel occupancy taxes generally involve commercial businesses.
- Q15: Will accounts be primary placements, not having been serviced by any other outside collection agency, and/or will you also be referring secondary placements? If so, should bidders provide proposed fees for secondary placements also?
- A15: No, other collections agency will have handled the files. However, the City's in-house legal counsel may have worked on some of the files that are transferred to the successful vendor.
- Q16: What collection attempts are performed or will be performed internally prior to placement?
- A16: Some City administrative departments send demand letters to debtors and perform initial research on the debtor prior to referring the matter for collection to the City's in-house legal counsel.
- Q17: Will the selected vendor be allowed to litigate balances exceeding a certain dollar amount on your behalf, with your explicit approval.
- A17: Yes.
- Q18: What is the total dollar value of accounts available for placement now by category, including any backlog?
- A18: The total dollar value for active collections files from fiscal year 2013-excluding alarm permit fees cases was approximately \$280,000.00.
- Q19: What is the total number of accounts available for placement now by category, including any backlog?
- A19: The number fluctuates monthly depending upon the total number of referrals and the number of active files closed each month. The number of active files ranges from 70-190 on an annual basis.
- Q20: What is the average balance of accounts by category?
- A20: The City's in-house legal counsel does not track the average outstanding account balances for its collections files. In-house legal counsel may require a dollar threshold prior to filing a lawsuit.
- Q21: What is the average age of accounts at placement (at time of award and/or on a going-

- forward basis), by category?
- A21: During the last fiscal year, the average age of collections files received by our in-house legal counsel was just under 9 months. This excludes the City's false alarm permit fee files-we do not track the average age on such files but in-house legal counsel does not receive an alarm permit fee referral until the outstanding fee balance exceeds \$500.00.
- Q22: What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?
- A22: The City's in-house legal counsel typically receives anywhere from 10-20 new collections referrals each month in addition to active files.
- Q23: What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?
- A23: The monthly dollar value amount fluctuates depending upon the type of referral. Last fiscal year, the City's in-house legal counsel collected a total of \$270,541.50 in 20 active collection files. This amount does not reflect the value of default judgments obtained where the City files an abstract.
- Q24: What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?
- A24: See responses to questions numbers 3 and 7. Our in-house legal counsel does not measure a liquidation rate.
- Q25: If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?
- A25: See responses to questions numbers 3 and 7.

II. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #3 is hereby incorporated and made a part of the above referenced solicitation.

APPROVED BY:

Danielle Lord, Corporate Contract Compliance Manager Purchasing Office, 512-974-2298

ACKNOWLEDGED BY:

Linebarger Goggan Blair

& Sampson, LLP

SUPPLIER

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7/8/2014

DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION.

Page 4 of 4





ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

SOLICITATION NO: CDL2001

ADDENDUM NO: 4

DATE OF ADDENDUM: 7/1/2014

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. Attached is the sign-in sheet for the Pre-Proposal meeting on July 1, 2014 at 10:00 a.m.
- II. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #4 is hereby incorporated and made a part of the above referenced solicitation.

APPROVED BY:

Danielle Lord, Corporate Contract Compliance Manager Purchasing Office, 512-974-2298

ACKNOWLEDGED BY:

Linebarger Goggan Blair

& Sampson, LLP

SUPPLIER

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7/8/2014

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION.

Page 1 of 1





ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

SOLICITATION NO: CDL2001 ADDENDUM NO: 5 DATE OF ADDENDUM: 7/3/2014

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Ouestions and Answers:

Q1: What is the dollar amount to pursue for collection?
A1: It varies by department. For example, for the APD alarm permitting section the administrative threshold is \$500.
Q2: What is the minimum threshold?

A2: It varies by type of file. There is no threshold for property damage. Typically hotel occupancy is \$5,000 in outstanding taxes.

Q3: How many pending cases are there now? A3: About 100 pre-suit and active litigation.

Q4: Are you going to wind down or turn over active cases?

A4: We may retain a couple of cases in house. There may be some turnover and a transition period.

Q5: What medium will you be using? Electronic or hard files?

A5: It can be either.

Q6: When we get a file packet, will it be complete and ready to go to litigation?

A6: The City will review all referrals from the administrative departments before they are turned over to the successful bidder. There will be a contract manager as a point of contact if additional information is needed.

Q7: What are the parameters and authority for payment agreements, settlements, etc.?

A7: The City has parameters and guidelines for you to use. You will know ahead of time if a case may fall outside of those parameters and guidelines.

Q8: Regarding the payment arrangement, do I understand correctly that checks are to be made to the City of Austin and the City will pay the firm based on an invoice?

A8: That is correct. This will create an accounting system for the City to monitor collections and fees.

- Q11: Do you want injunctions or just collect whatever the dollar amount is?
- All: Just collect the dollar amounts.
- Q12: In terms of cost submission, are there any parameters you want to see?
- A12: This is the opportunity for you to identify any cost savings.
- Q13: Do you want a monthly report on all cases regardless of status?
- A13: Yes, so we can evaluate the cost effectiveness of each case.
- Q14: Is credit reporting a part of this proposal?
- A14: Currently we do not do credit reporting.
- Q15: Other City projects are tagged for minority participations. Is this one?
- A15: This one is not. However, this does not limit you from providing sub-contracting opportunities in your proposal. If you will be utilizing sub-contractors, you must contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and include the completed 0900 No Goals Utilization Plan with your proposal packet.

II. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #5 is hereby incorporated and made a part of the above referenced solicitation.

APPROVED BY:

Danielle Lord, Corporate Contract Compliance Manager Purchasing Office, 512-974-2298

ACKNOWLEDGED BY:

Linebarger Goggan Blair

& Sampson, LLP

SUPPLIER

ALTHORIZED SIGNATURE

7/8/2014

DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION.

Page 2 of 2



Offer Sheet



CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP)

SOLICITATION NO: CDL2001 COMMODITY/SERVICE DESCRIPTION:

Debt Collections Legal Services

DATE ISSUED: June 13, 2014

PRE-PROPOSAL CONFERENCE TIME AND DATE:

July 1, 2014 at 10:00 a.m.

REQUISITION NO.: RQM 5700-14040800298 LOCATION: 124 West 8th Street, 3rd Floor, Room 335.1,

Austin, TX 78701

COMMODITY CODE: 96149 & 94633 PROPOSAL QUESTIONS DUE PRIOR TO:

July 8, 2014 @ 2:00 p.m.

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING

PROPOSAL DUE PRIOR TO: July 10, 2014 at 2:00 p.m.

AUTHORIZED CONTACT PERSON:

PROPOSAL CLOSING TIME AND DATE: July 10, 2014 at 2:00 p.m.

Danielle Lord, Corporate Contract Compliance Manager

LOCATION: Municipal Building, 124 W 8th Street RM 308, Austin. Texas 78701

E-Mail: Danielle Lord@austintexas.gov

Phone: (512) 974-2298

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service		
City of Austin	City of Austin, Municipal Building		
Purchasing Office-Response Enclosed	Purchasing Office-Response Enclosed		
P.O. Box 1088	124W 8 th Street, Rm 310		
Austin, Texas 78767-8845	Austin, Texas 78701		
	Reception Phone: (512) 974-2500		

To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing Office-Response Enclosed" along with the offeror's name & address, solicitation number and due date and time. See Section 0200 Solicitation Instructions for more details.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL and 6 ELECTRONIC COPIES (FLASH DRIVE only) OF YOUR RESPONSE

The electronic PDF version shall be an exact duplicate of the original hard copy submittal, including all required signatures and sections. The electronic PDF version sections shall be bookmarked as referenced in Section 0600 Preparation Instructions & Evaluation Factors. The City of Austin is not responsible for discrepancies between the contractor's electronic PDF version and the original hard copy submittal; the City may deem any discrepancy as a nonresponsive offer.

*** SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT***

Solicitation No. RFP CDL2001



This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE					
0100	STANDARD PURCHASE DEFINITIONS					
0200	STANDARD SOLICITATION INSTRUCTIONS	**				
0300	STANDARD PURCHASE TERMS AND CONDITIONS	k)				
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4-11				
0500	SCOPE OF WORK	*				
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS					
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	19				
0700	REFERENCE SHEET – Complete and return if required	20-24				
0800	NON-DISCRIMINATION CERTIFICATION					
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	**				
0810	0810 NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION					
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return					
0840	FACTA AFFIDAVIT OF COMPLIANCE - Complete and return	26				
ATT 1	STAGES OF ACTIVE FILES	27				
ATT 2	TYPES OF ACTIVE COLLECTION FILES	28				

^{*} Documents are hereby incorporated into this Solicitation as an additional document with the same force and effect as if they were incorporated in full text.

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

Solicitation No. RFP CDL2001





^{**} Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name	Linebarger Goggan Blair & Sampson, LLP
Federal Tax ID N	0
Printed Name of	Officer or Authorized Representative: Steve Bird
Title: Manag	ng Partner
Signature of Office 7-8-20:	per or Authorized Representative: Wy / J / L4
E-Mail Address:	steve.bird@lgbs.com
Phone Number:	512.634.3833
Address, City, St	ate, Zip Code: 2700 Via Fortuna, Suite 400, Austin, TX 78748

* PROPOSAL PACKET MUST BE SUBMITTED WITH THIS OFFER SHEET (PAGES 1-3) TO BE CONSIDERED FOR AWARD.*

Solicitation No. RFP CDL2001

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Section 0700: Reference Sheet

Section 0700: Reference Sheet

The Proposer shall furnish references for at least five (5) customers to whom products and/or services of the same size and scope as those required by this request have been provided within the previous five (5) years. The contact shall be someone familiar with the project. If the project contact has moved to another position/company, please provide his/her new address and phone number.

1	Company's Name	Travis County		
	Name of Contact	Bruce Elfant		
	Title of Contact	Tax Assessor/Collector		
	Present Address	5501 Airport Blvd.		
	City, State, Zip Code	Austin, TX 78751		
	Current Phone	(512) 854 - 9473	Fax (512) 854 - 9076	
	Project Name	Travis County Court Fees & Fines Delinquent Collection		
	Project Start Date (month/year)		Project End Date	
	, , ,	3/11/2009	(month/year) Present	

Large Project Size

Collection of court costs, fines, criminal traffic fees

Project Description

Solicitation No. RFP CDL2001

(Please describe in detail how the product or service was provided, and how it relates to the products and services the City requires as detailed in the documents of this request. Offeror may attach additional pages for description as necessary.)



2	Company's Name	City of Llano
	Name of Contact	Brent Lewis
	Title of Contact	City Manager
	Present Address	301 W. Main Street
	City, State, Zip Code	Llano, TX
	Current Phone	(325) 247- 4158 x206 Fax () -
	Project Name	City of Llano Court Fees and Fines Delinquent Collection
	Project Start Date (month/year)	Project End Date
	(month/year)	8/19/2013 (month/year) Present

Project Size **Small**

Collection of court costs, fines, criminal traffic fees

Project Description

(Please describe in detail how the product or service was provided, and how it relates to the products and services the City requires as detailed in the documents of this request. Offeror may attach additional pages for description as necessary.)

Solicitation No. RFP CDL2001



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Company's Name	City of San Antonio		
Name of Contact	Tina Murillo		
Title of Contact	Tax Assessor/Collector Administrator		
Present Address	Finance Dept., Riverview Towers, 111 Soledad, 5 th Floor		
City, State, Zip Code	San Antonio, TX 78205		
Current Phone	(210)207 - 8740 Fax () -		
Project Name	City of San Antonio Delinquent Taxes Collection		
Project Start Date (month/year)	Project End Date		
(,	7/1/1985 (month/year) Present		
roject Size	Large		
roject Description	Delinquent tax collection		
	Name of Contact Title of Contact Present Address City, State, Zip Code Current Phone Project Name		

(Please describe in detail how the product or service was provided, and how it relates to the products and services the City requires as detailed in the documents of this request. Offeror may attach additional pages for description as necessary.)

Solicitation No. RFP CDL2001



Linebarger Goggan Blair & Sampson, LLP

4	Company's Name	City of Fort Worth
	Name of Contact	James Mauldin
	Title of Contact	Assistant Finance Director
	Present Address	1000 Throckmorton
	City, State, Zip Code	Fort Worth, TX 76102
	Current Phone	(817)393 - 2438 Fax () -
	Project Name	City of Fort Worth Municipal Court Delinquent Collection
	Project Start Date	Project End Date
	(month/year)	8/1/2009 (month/year) Present

Large Project Size

Project Description

Collection of court costs, fines, misdemeanors, miscellaneous debt, municipal court, parking and criminal traffic

(Please describe in detail how the product or service was provided, and how it relates to the products and services the City requires as detailed in the documents of this request. Offeror may attach additional pages for description as necessary.)

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5	Company's Name	Caldwell County CAD			
	Name of Contact	Mary LaPoint			
	Title of Contact	Chief Appraiser			
	Present Address	P.O. Box 900			
	City, State, Zip Code	Lockhart, TX 78644			
	Current Phone	512 398 -5550	Fax () -	
	Project Name	Caldwell County CAD I	Delinquer	nt Taxes	Collection
	Project Start Date (month/year)		Proje	ct End Date)
	(monuty car)	9/1/1991	(month/year)	Present
	Project Size	Small			
	Project Description	Delinquent tax collect	on		

(Please describe in detail how the product or service was provided, and how it relates to the products and services the City requires as detailed in the documents of this request. Offeror may attach additional pages for

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description as necessary.)

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Section 0835: Nonresident Bidder Provision

Section 0835: Non-Resident Bidder Provisions Linebarger Goggan Blair & Sampson, LLP A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended: Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"? Answer: Resident Bidder (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder. B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state? Not applicable Answer: Which State: C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state? Answer: Not applicable

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Section 0840: FACTA Affidavit of Compliance

In light of the President's signing of the Red Flag Clarification Act, which in part specifically provided that attorneys and law firms are not "creditors" subject to the terms of the original Red Flag Act, the Red Flag or FACTA rules do not apply to our law firm; however, despite that exclusion we do have and insist on extensive annual security training, strict confidentiality requirements and policies including insurance policies to protect our clients and our firm should circumstances arise that may be fraud related.





Credit Bureaus Reporting to Credit Bureaus

Linebarger Goggan Blair & Sampson, LLP (Linebarger Goggan) does not currently report to credit bureaus on behalf of any of its 2,300-plus government clients because government receivables are different than consumer debt. Credit reporting is regulated on the federal level by the Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681c. FCRA prohibits the reporting of civil suits, civil judgments, records of arrests, paid tax liens, accounts charged to profit and loss, and any other adverse items of information which antedate the report by more than seven years.

FCRA also imposes certain strict duties on persons who furnish data to consumer reporting agencies. One such duty is to provide accurate and complete information. For instance, once a report is filed with a credit bureau, the governmental entity has the responsibility of maintaining the accuracy of the data on the bureau report. Any change in the account balance, whether due to payments, credits, debits, or other adjustments, must be reported to the bureaus. Any consumer requests made to the credit bureaus concerning derogatory payment information must be responded to by the agency—and therefore the governmental entity that it represents—reporting the debt. The referring agency—and again, also the governmental entity that it represents—is responsible for maintaining the accuracy of data for as long as that account appears on the bureau's report. Additionally, under FCRA, there is potential for significant liability associated with damaging an individual's credit due to incorrectly identifying a governmental entity's customer, improperly updating account balances, or the mishandling of disputes. When a consumer disputes an item with the furnisher of the report, FCRA imposes additional duties on the



reporter. Violations of those duties can be enforced by civil litigation, either by the debtor or through administrative processes by the state or federal governments.

Linebarger Goggan has encouraged its clients and potential clients to evaluate the liabilities they may be exposed to, as well as the ongoing responsibilities they will be required to meet, when reporting delinquent accounts to credit bureaus. Because there are numerous legal requirements and security/confidentiality issues that should be considered, Linebarger Goggan recommends that each governmental entity seeks advice from in-house legal counsel prior to filing these reports with credit bureaus.

Linebarger Goggan's strength resides in the fact that, as a law firm, it may enforce the collection of clients' outstanding receivables through the courts when necessary. As such, the firm has found that its collection results are not significantly impacted by not reporting directly to credit bureaus. Linebarger Goggan consistently outperforms its competitors who do report to credit bureaus, and the firm does so without exposing its clients to the risks and ongoing responsibilities involved with reporting.

Professional Organizations ii. **Membership in Professional Organizations**

National Member

- **ACA** International
- ACA Members' Attorneys Program
- Commercial Law League of America (CLLA)
- United States Conference of Mayors (USCM)
- National Association of Counties (NACo)
- International Parking Institute (IPI)
- National Association of Court Management (NACM)
- National Association of Latino Elected Officials (NALEO)
- International Bridge Tunnel & Turnpike Authority (IBTTA)
- National Association of Black County Officials (NABCO)
- National Association of Latino Elected and Appointed Officials (NALEO)



State Member

- American Collectors' Association (ACA) in several states
- Arizona Court Association
- California State Association of Counties (CSAC)
- California Municipal Revenue & Tax Association
- California Revenue Officers Association
- Municipal Managers Association of Southern California
- Municipal Managers Association of Northern California
- California Public Parking Association
- Transportation and Expressway Authority Membership of Florida (TEAMFL)
- County Commissioners' Association of Pennsylvania (CCAP)
- Institute of Certified Tax Administrators (Texas) (ICTA)
- Florida Parking Association (FPA)
- Midwestern States Association of Tax Administrators (MSATA)

Texas Member

- Texas Association of Counties (TAC)
- Texas Association of School Administrators (TASA)
- Texas Municipal League (TML)
- Texas Association of Assessing Officers (TAAO)
- Texas Association of Appraisal Districts (TAAD)
- Tax Assessor Collectors Association of Texas (TACA)
- Texas School Assessors Association (TSAA)
- Texas Court Association Support
- Texas JP & Constable Association
- Texas Justice Court Judges Association
- Texas Court Clerks Association
- Texas County & District Clerks Association
- Texas Municipal Courts Association
- Government Collectors Association of Texas

iii. **Time in Business**

Linebarger Goggan has been collecting government receivables for 38 years.



FDCPA Compliance iv.

Linebarger Goggan will continue to comply with all applicable rules and regulations of Federal, State and Local governing entities. Linebarger Goggan has not been fined, censured or reprimanded for failure to comply with the FDCPA or other state regulations. We are also compliant with the terms of this RFP.

Testing for FDCPA Compliance

Linebarger Goggan maintains FDCPA compliance through the following methods with its collectors. Each of these methods allow us to test and ensure FDCPA compliance.

Monitoring Interaction with Customers

To ensure that fair treatment of customers is part of the normal course of business for every Linebarger Goggan collector, we monitor phone calls for compliance and professionalism. We also monitor system actions to ensure collectors follow correct procedures for account documentation. Collectors are generally monitored a minimum of several hours each month.

Recording of Phone Calls

By integrating our collection software with our phone systems, our collectors can record all of their collection activities in real time, perform skip-tracing operations as needed and maintain compliance with all applicable laws and regulations through a customized screen that prompts them for the various regulations for each state/locality.

The major components and connectivity of our fees and fines architecture include the following:

- Avaya phone system (with call processors, telephony switches, media gateways and call management servers)
- Cisco phone system (with core switches, voice and VM gateways, call management servers, and internet connectivity)
- CUBS application production, test, and development servers
- TouchStar dialers



- TouchStar call recording server
- Symphony call accounting server

All phone calls (inbound and outbound) will be recorded in WAV format and maintained for a minimum period of 90 days. The City will receive any recordings within two working days of making a written request (e.g. email).

Telephone Communication Audits

Our TouchStar dialer will perform the monthly audits of incoming and outgoing calls. A minimum of eight random calls per collector will be selected and reported on the standard form, which will be submitted monthly to the City. The City will select the call recordings to audit for professional conduct, accurate information and account resolution.

Telephone Communication Statistical Data

Our TouchStar dialer will also provide all statistical data including, abandoned call rates, average talk time and daily call volume by hour.

Onscreen Displays

Onscreen displays reinforce collectors' training while they work by highlighting restrictions, guidelines, and operating procedures specific to a particular client. Such reminders help the collector comply with the laws and regulations of the customer's state or territory, as well as applicable federal laws.

Financial Statements V.

In response to item 2.v. we have provided the most recent two years of audited financial statements (2011 and 2012 Consolidated Statements and the 2012 and 2013 Consolidated Statements) to comply with the request for three consecutive years of audited financial statements in a separate, sealed envelope labeled "Proprietary and Confidential Information" and attached to the original copy.

We consider our financial information proprietary, confidential, trade secrets of the firm. This data is proprietary, privileged, and confidential, and thus is specifically exempted from disclosure per TEXAS GOVERNMENT CODE ANN. § 552.110(b). We respectfully request that no copies of this



information be made and/or distributed without the prior written consent of the firm.

vi. SSAE 16 Report

Our firm completed a SSAE16 (Statement on Standards for Attestation Engagements No. 16) review on June 30, 2012. We are currently in another SSAE16 review process. We will remain in compliance with City's required SSAE 16 assurances throughout the term of contract. Once we receive the final report we will submit the necessary copies to the City.

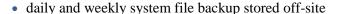
vii. Disaster Recovery Process

Linebarger Goggan's primary data center, located in San Antonio, is designed to support all clients' data processing needs. In the event that this data center experiences an outage requiring the transfer of data off site, the firm maintains an alternate data site at our Austin law office. The firm's disaster recovery plan addresses both short-term site or system failures of less than 24 hours and long-term failures of 24 hours or longer; these are identified as Level I and Level II, respectively. San Antonio will be the primary location for the City contract. Austin will serve as the back-up site in the event of a Level II disaster.

Disaster Recovery Plan

Every Linebarger Goggan office is required to have a detailed disaster recovery plan that meets the firm's standards. These plans establish regular data backup strategies, off-site storage, and notification and recovery procedures should a disaster occur.

Our disaster recovery plan includes the following:



- annual audit of off-site storage facility
- disaster recovery agreement with Columbia Ultimate Business Systems
- semi-annual test of disaster recovery facilities
- disaster recovery team made up of personnel trained to carry out disaster procedures including
- notifying clients, vendors, and insurance companies
- · setting up temporary offices





- ensuring physical and data security in the aftermath
- implementing salvage operations

Controlled Destruction of System Outputs

Linebarger Goggan follows established procedures for identifying confidential information and securely destroying it. Electronic media such as floppy disks, CDs, and magnetic tapes are burned, shredded, or degaussed to make recovery of data impracticable. In the event that a computer is no longer usable, the information contained on its hard drive is destroyed by either magnetically removing the information or physically destroying the hard drive.

Facilities Security

All collections operations are conducted in secure facilities using strict quality control methods that have protected our clients' data for over 30 years. Our firm has never had a security breach or had to terminate an employee as a result of releasing confidential client information.

ITG Controlled Access

Access to the ITG Center facility is controlled by a security system operated by Linebarger Goggan. This system employs two access-control subsystems: the badge system and the door system.

The badge system creates individual photo badges for all personnel who are authorized to access the Linebarger Goggan facility. An access badge is required to enter the facility. The system allows Linebarger Goggan security personnel to create groups based on employees' job assignments and work needs and to limit the access of these groups. The badge system also creates and maintains a log of all entries into the facility.

All facility doors are locked 24 hours a day, seven days a week. The system controls when doors may be opened and at what times members of different groups may enter the facility.



ITG Alarm System

The San Antonio Information Technology Group (ITG) facility's alarm system, monitored by ADT, is activated after normal working hours. Control of this system is limited to key management personnel. The facility has a complete fire suppression system and 24-hour video surveillance of all entrances and exits.

Quarterly inspections ensure the smooth functioning of all physical security mechanisms, including:

- all locks and access systems
- employee identification systems
- the facility access log
- after hours security procedures
- access to the City project area
- vaults and storage
- electronic security alarms

ITG Video System

The ITG facility's video system provides coverage of all stairways and doors that provide access to Linebarger Goggan offices. The video system server is maintained within the firm's primary computer center, in San Antonio.

The video system permits searches of recorded images based on which camera recorded the image, the date and time the image was recorded, and a user-defined area within the image. A search based on the user-defined area permits operators to highlight an object in the image and search for movement of the object or movement through the area occupied by the object.

The recorded images are maintained within the Intellex server as well as on magnetic tape in long-term storage (60 days). As a part of our backup storage policy, a copy of the recorded images is transferred to off-site storage each week.

viii. Insurance

The required insurance certificates can be found in *Exhibit A*.



Bonding ix.

The required bonding letter can be found in *Exhibit B*.





Proposed Solution

In efforts to refrain from repeating information within the proposal, please refer to Tab 4 for the complete presentation of the work program customized in response to the RFP.

Technology

More than three decades ago, while the rest of the industry relied on paper, pens, and calculators, Linebarger Goggan Blair & Sampson, LLP (Linebarger Goggan) pioneered the application of data processing technology to recovering delinquent receivables, launching a tradition of innovation that continues today.

We have invested tens-of-millions of dollars and more than three decades to develop the most sophisticated data processing and communications network in the industry. Our systems currently manage over \$10 billion in receivables and track more than 250,000 related lawsuits and bankruptcy cases. No other law firm or collection agency has succeeded in duplicating our system's efficiency or capacity.

IT Professionals

We are able to continually expand our IT capabilities because of the talent and expertise of our Information Technology Group (ITG). ITG employs more than 130 system architects, programmers, analysts, security experts, network engineers, and other specialists. Together, they design, build, and maintain all aspects of the firm's information technology and communication enterprise, allowing Linebarger Goggan to manage in-house all of the IT functions that typical collection agencies and law firms must outsource. By keeping information technology and



communication services within the firm, we can maintain strict quality control over all aspects of data processing, storage, security, and transfer.

ITG Staff Continually Expand Their Skills

Like Linebarger Goggan's collectors and managers, the firm's ITG personnel continuously update and expand their knowledge by completing continuing education courses and earning certifications, including the following:

- 3M Certification for Fiber Connectors and Splicing
- Certified CompTIA Network+
- Certified CompTIA Security+
- Certified CompTIA A+ (Hardware and Software)
- Certified Information Systems Auditor
- Certified Information Systems Security Professional
- Certified Internet Webmaster Master Designer
- Certified Internet Webmaster Professional
- Certified Internet Webmaster Associate
- Certified Network System Technician
- Certified Project Management Professional
- Certified UNIX Security Administrator (GCUX)
- Cisco Certified Security Professional
- Cisco VPN Specialist
- Cisco Firewall Specialist
- Cisco IPS Specialist
- Cisco Information Security Specialist
- Cisco Certified Network Associate
- Global Information Assurance Certification (GIAC)
- IBM AIX V4.3 Administrator Certified
- **ICCP Certified Computer Professional**
- JAVA Sun Certified Programmer
- Microsoft Certified Professional (MCP)
- Microsoft Certified Solution Developer
- Microsoft Certified Systems Administrator (MCSA)
- Microsoft Certified Systems Engineer
- Oracle Certified Application Developer



- Oracle Certified Forms Developer
- Oracle Certified Professional
- Oracle Certified Internet Application Developer
- **QAI Certified Quality Analyst**
- Registered Tax Collector
- Security Leadership Certification (GSLC)

Our Technology

System Architecture and Components

Developed and managed by ITG, Linebarger Goggan's automated collection system integrates all aspects of the collection process for a wide variety of receivable types. Incorporating custom software and powerful, specialized hardware, the system is technologically advanced and complex in its capabilities, yet simple in design for flexibility and reliability. Based upon scalable, redundant architecture, our system meets the data processing and communication needs of multiple clients while addressing client and regulatory requirements for security, connectivity, and business continuity.

Linebarger Goggan's Proprietary Software

Custom software developed by our Information Technology Group (ITG) enables us to meet the unique needs of each client and adapt quickly to changes in the collection process.

Fees and Fines Collection Software

For our fees and fines collection system, ITG programmers adapted the Columbia Ultimate Business Systems, Inc. (CUBS) software, adding easy-to-use custom features that enhance the capabilities of the CUBS software without compromising stability.

The major components and connectivity of the Fees and Fines architecture include the following:

- secure FTP Server (for data file I/O)
- Avaya phone system (with call processors, telephony switches, media gateways and call management servers)



- Cisco phone system (with core switches, voice and VM gateways, call management servers, and internet connectivity)
- tandem server/processors with content load balancing
- CUBS application production, test, and development servers
- Netapp Filer (for secure data retrieval and loads)
- SANS storage device
- dialers (TouchStar)
- credit card transaction server
- call recording server (TouchStar)
- call accounting server (TouchStar)
- generator and UPS boxes

The primary data processing and storage site for the firm's Fees and Fines application is at IT Headquarters in San Antonio, Texas, with the backup recovery site located in Austin, Texas.

Hardware

ITG system architects designed the firm's hardware around modular components — building blocks — that can be easily upgraded or expanded. Redundancies built into the system ensure that a change to part of the system does not interrupt workflow. Modular system architecture thus allows us to increase performance and capacity quickly, with minimal downtime.

Backup Data and Data Archives

Data Backups

ITG conducts a full backup of Linebarger Goggan systems every Friday, incremental backups Saturday through Thursday, and full backups of certain databases every day.

Our backups meet the same high standards for security as our regular systems and processes, and are encrypted using AES 256-bit encryption. ITG uses Qinetix CommVault as its backup application.



We maintain full monthly copies of data for one to seven years, depending upon the client's requirements. All backups are verified for accuracy to ensure that the firm can fully restore client data if needed.

Data Archives

A copy of each client file is made for file archiving. Our Enhanced File Transfer System monitors all uniquely named directories for each of our clients. A change is detected in a client folder when a file arrives on our Server. Our Enhanced File Transfer System then automatically creates a uniquely named archived copy using the time it was uploaded or changed plus the original file name, i.e.

[(TimeOfUpload)OriginalFileName], and places it on our Enterprise SAN Storage Solution in a uniquely named folder. This folder is also automatically created by our Enhanced File Transfer System with the name of the client and subfolders reflecting the date that the file or files were created. Uniquely naming each file ensures that a file uploaded with the same name cannot overwrite any previously uploaded files. A notification email is then sent out to all pertinent parties informing them that files have arrived. The email includes two UNC paths: one to the local server/folder where the original file is located, and the other showing the UNC path to the Enterprise SAN Storage location where the archived copy is located.

The original file that is stored on our Server's local disks will be saved for 30 days and then deleted. The uniquely named file or files that are stored on our Enterprise SAN Storage System are set to never be deleted.

Linebarger Goggan also employs a unique solution called SyncIQ, which enables us to implement a remote disk archiving solution for disaster recovery using asynchronous replication of data. With this solution, the replication process occurs every six hours. This process replicates all client archived data changes from our Local Enterprise SAN Storage Solution to our remote Disaster Recovery location. The data on our Disaster Recovery location is also set to never be deleted.

Linebarger Goggan never erases or deletes any version of any client file from either our Local Enterprise Storage site or our remote Disaster Recoverable



Enterprise Storage site. We keep all versions of every file for an indefinite retention time unless otherwise specified by the client.

Data and System Security

Security is built into every aspect of Linebarger Goggan's IT functions. From data transfer through data storage, the security experts of our Information Technology Group ensure the integrity and confidentiality of client information.

Linebarger Goggan Maintains National Institute of Standards and **Technology Security Standards**

As a result of a firm-wide effort to maximize the already excellent security of our IT systems, in July 2005 Linebarger Goggan received its National Institute of Standards and Technology (NIST) Compliance Letter, based upon the NIST 800 series special publications, which provide guidance on developing and implementing a comprehensive computer security program. These documents were developed to assist organizations that process "Sensitive but Unclassified (SBU) information."

The certification process involved an extensive review of every aspect of the firm's information systems security, including disaster recovery, intrusion detection, physical plant security, and virus protection. The firm's NIST Compliance Letter was renewed in May 2014.

Payment Card Industry Compliance

All information and personal data connected with the collection of City of Austin (City) accounts will be considered confidential and will be protected throughout its life cycle in our systems. Linebarger Goggan's operations currently comply with Payment Card Industry (PCI) Data Security Standard version 2.0. The law firm uses Digital Defense, Inc. (DDI), a PCI scanning vendor approved by the PCI Security Standards Council, to confirm that Linebarger Goggan meets PCI compliance requirements. Our most recent PCI scan was completed on April 3, 2014 and is good until July 16, 2014.

To support Linebarger Goggan's PCI compliance, we have a full library of Information and Physical Security policies. These policies are based on guidance



provided within the National Institute of Standards and Technology (NIST) Special Publication series. Specifically, Linebarger Goggan meets the security controls defined for a Moderate risk information system. Additionally, these security controls have been mapped to the controls identified by PCI. The following is a listing of the policies maintained by the firm:

- Acceptable Use Policy
- **Access Policy**
- **Audit Policy**
- Certification and Accreditation and Security Assessment Policy
- Configuration Management Policy
- Disaster Recovery Plan
- **Identification and Authentication Policy**
- **Incident Response Policy**
- **Information Security Planning Policy**
- Media Protection Policy
- Personnel Security Policy
- Physical and Environmental Protection Policy
- Risk Assessment Policy
- Security Awareness and Training Policy
- System and Communications Protection Policy
- System and Information Integrity Policy
- System and Service Acquisition Policy
- System Maintenance Policy

Network Security

Within our computer network, strict security protocols developed and maintained by ITG protect clients' data from both external and internal threats:

Powerful antivirus software. ITG technicians run antivirus programs on all computer systems each day to prevent contamination of data.

Continuous monitoring to prevent intrusion. A firewall offers protection at the firm's connection to the Internet. ITG runs intrusion detection software on our firewall and can run it on any other router involved in a connection.



Close monitoring of Internet communications. Our system collects information on all inbound and outbound Internet traffic.

128-bit end node to end node data encryption. We maintain several virtual private network (VPN) connections, which provide the necessary speed and security.

Password protection. Access to the firm's computer network requires a unique user ID and password created using "strong" criteria: at least eight characters, a mixture of upper- and lower-case letters, at least one number, and at least one special character. Passwords must be changed every 90 days, and users may not reuse passwords.

Security at each end node. Limited, secure end node access protects law firm communications. Each end node has a dedicated IP address, and our end node routers send audit logs to our centralized log server, creating a record of all transmissions.

Access on a strict need-to-know basis. Once a client's data resides within the Linebarger Goggan system, a secure login and password unique to that client prevent accidental or intentional intrusion. The login and password are provided only to those firm employees who need direct access to client data, effectively isolating the client's account data from other system data.

Centralized IT operations. Electronic data associated with the City project will be maintained at Linebarger Goggan's ITG facility, the primary technology location for the firm. Located in San Antonio, Texas, this facility's extensive physical and network safeguards protect the information and hardware maintained at this location. All City data transfers and data communications will be accomplished by a leased 10Mbs dedicated connection.

Secure Data Transfers

Linebarger Goggan's ITG department takes extraordinary steps to guarantee security during client transmission of data:



- SFTP: Linebarger Goggan's system supports SFTP (port 22) as a protocol for secure file transfers by using the OpenSSH client and server model.
- Web SSL: We support HTTPS file transfers through a secure Web page. All data transfers and logons occur within a 256-bit encrypted SSL session.
- IP Sec Tunnel: Our system supports the use of a client-to-server or LANto-LAN IPSec encrypted tunnel through which a standard FTP session (port 21) can be established and encrypted up to 256 bits.
- PGP: We support the use of PGP for encrypting files that are e-mailed. Messages are encrypted with a user's key, which works in conjunction with scrambling algorithms to produce data that can be decrypted only by its intended recipient.

Reporting

Linebarger Goggan routinely provides activity reports to clients, detailing our collection efforts within any reporting period. Our systems are capable of generating a variety of standard reports quickly, including the following:

- progress reports
- annual performance reports
- periodic reports detailing collection activities and results
- bankruptcy activity reports
- special reports upon request

Our reporting schedule is flexible and is generally set when the client agrees upon a work plan. We work with each client to design any other reports the client deems necessary and issue them within the agreed upon time frame.





Work Plan Introduction

Within this section, i. Work Plan, we will present the highly customized work plan for the City of Austin that focuses on pre-litigation collection activities, litigation and post-litigation. In the remaining sections, ii. through v., we give the requested information as related to our standard fees and fines collection program. We can incorporate aspects of the standard fees and fines collection program into your customized program as needed.

Customized Work Plan

The first steps in any successful program are to take a critical look at the City's referral files, determine the appropriate target collection goals, and establish a specific work plan for achieving them. Our work plan involves three major activities: establishing a letter notification schedule, creating a systematic program of phone contact and developing a litigation plan.

By analyzing the referral files first and then designing a collection program for the City, we assure the most efficient allocation of resources for consistent, long-term collections. Our staff will locate certain accounts that should be targeted for collection but more frequently rely upon computer analyses to help in the following areas:

- identifying the types of delinquency and their significance to the overall
- identifying the persons and properties already subject to pending suits, bankruptcy, payment agreements, return mail, or other collection status, and



- determining the distribution of dollars and percentage of the referral files with respect to each category or status
- formulating a specific collection plan upon the receipt of new referrals to assure the highest level of collection
- performing pre-litigation collection attempts through written notifications and phone solicitations
- undertaking all aspects of litigation on these cases
- pursue post-judgment actions

Customer Notification Program

Written Notification

We have developed one of the most efficient written notification programs for collections in the State of Texas. When delinquent receivables are first turned over for collection, our highest priority is notifying customers of their outstanding debt.

Our goal is for the City's customer to receive an accurate statement of account, together with a personalized letter quoting demand for payment from us within a few days of receiving the latest referral information from your office. All written notices can be printed in Spanish and English.

Mailing Costs

We absorb all costs related to the production and mailing of written taxpayer notifications. These costs include, but are not limited to, stationery, postage, penalty and interest computation, and printing. If desired, we will also provide the City with printouts of the referral file list, either in its entirety or by selected groups of delinquent accounts, at no additional cost.

Litigation

In addition to our collection services, Linebarger Goggan attorneys routinely provide our clients with legal counsel on collection matters and keep them apprised of changes in the law that may affect their collection processes. Because of their extensive legal training, continuing education, and experience, they can evaluate and interpret the vast and complex maze of federal and state statutes, regulations, court decisions, and administrative rulings that govern the collection



of delinquent receivables. These services are provided at no additional cost to the City.

As a law firm, we are well poised to handle accounts that require litigation in order to effect collection. Linebarger Goggan files thousands of lawsuits each year associated with its collection activities. It has proven to be extremely complementary to the call and letter campaigns, as well as being an effective stand-alone collection tool.

A litigation campaign also lends vital credibility to the collection process and makes the demand letter and telephone contact programs more effective. Consequently, we developed a highly effective litigation program to support our collection efforts. Accounts that meet the appropriate criteria and have the approval of the client will be targeted for litigation and handled by one of our attorneys.

The most important distinction between our collection services and a collection agency is that time and information are not lost due to outsourcing accounts to a law firm. As licensed attorneys, we are able to begin litigation immediately upon receiving written approval from the client.

Our collection program is more effective when we educate customers on the consequences of disregarding their financial obligations, such as the judicial lien that can be placed on their property, garnishment of wages, seizure and sale of non-exempt property and the imposition of any applicable penalties, interest, court costs, and attorneys' fees.

When approved in writing by the City we will do the following:

- Prosecute lawsuits in a timely fashion
- Obtain final enforceable judgments and register them in the appropriate court
- Prepare citations, wits of execution, wage and bank garnishment summons, turnover orders, etc., in accordance with applicable laws and local court rules



- File liens on property and institute foreclosures/seizures where applicable
- Negotiate settlements and deferred payment plans with customers in accordance with the City's guidelines

While we vigorously pursue all lawsuits we file, we will also try to make every possible opportunity available to the customers so they may pay their obligations and avoid any additional inconveniences and fees.

Civil Suit Process

Linebarger Goggan has the capacity to generate and manage as many lawsuits as the local court system can effectively handle. All pleadings are prepared in accordance with the Rules of the Texas Supreme Court and local courts.

A successful collection effort must be consistent. An aggressive, highly visible legal campaign lends vital credibility to the collection process and makes the demand letter and telephone contact program more effective.

All accounts that are not capable of being resolved by demand letters or phone contact and are not in bankruptcy or otherwise protected are placed in suit, if approved by the client.

We will work with the City to develop the agreed criteria for selecting accounts for filing suit. Factors may include age of account, balance due, available customer information, and type of receivable. No litigation will be initiated without the approval of the City.

Reasons to File a Lawsuit

In our experience, lawsuits are necessary for the following reasons:

To establish credibility: Lawsuits lend credibility to the entire collection program, particularly for older accounts. Typically, customers are persons who have disregarded repeated notices. The prosecution of lawsuits is integral to a successful collection effort.



- When alternatives are exhausted: We mail several warning letters and make personal telephone contact with customers. These efforts trigger a clear signal of imminent litigation. If disregarded, a lawsuit must follow.
- To collect high-dollar/complex delinquent accounts: Very often highdollar delinquent accounts are complex in nature. If demand mailings do not produce voluntary payments, a lawsuit may be necessary.

Information Gathering

Prior to actually filing suit, data is crosschecked to prevent the filing of multiple lawsuits against a particular customer. Afterwards, our staff generates all legal documents necessary for filing.

Verification Procedures

Our attorneys approve all legal documents. The suit numbers, court numbers, filing date, and all customer data is rechecked to eliminate any blind filing errors. The lawsuits are then assembled into suit packets that contain a copy of the pleadings for each customer, including a file copy of the document and completed certified mail envelopes, as necessary.

The documents are filed with the court after assembly and verification is complete.

Service of Pleadings

We will work closely with the local clerk's office to obtain service on customers as quickly as possible.

Timely Prosecution

We prosecute every lawsuit that we file as quickly as logistics permit. We have an effective, proven system for service of process and continuing review of pending files for service on all customers. Our lawyers and legal assistants utilize a state-of-the-art lawsuit tracking system to monitor and manage the litigation volume that we have undertaken. Once service of process is obtained on all customers in a particular case, we immediately set that lawsuit for trial.



Monitoring Lawsuits Filed

We use a sophisticated online management system designed specifically for Linebarger Goggan attorneys, paralegals, and litigation assistants to manage lawsuits filed on behalf of the firm's clients. This system allows litigation staff to query and update all information regarding customers, plaintiffs, amounts, legal descriptions, account numbers, and the general litigation status of each lawsuit. Functions include the following:

- monitoring all mailings
- monitoring the filing of original petitions and other legal pleadings
- monitoring the status of service of pleadings
- monitoring the progress of litigation in the court system
- preparing amended pleadings, motions to set for trial, dismissals, judgments, motions for substitute service, pleadings, discovery requests and responses, affidavits requesting orders of publication, motions to appoint guardians ad litem, notice letters, and other legal documents
- monitoring account status, pending litigation between the customer and the City, payment arrangements, and status

We have designed the most effective software system available for the management and processing of lawsuits through the court system. Our litigation software is designed for multi-access use by the firm's attorneys, paralegals, and litigation assistants. All information from the petitions is imported into the system the same day the lawsuits are filed. Our litigation reports can be generated at the City's request.

Post-Judgment Actions

According to the pre-bid meeting, the City currently performs only abstracts as a post-judgment action. Linebarger Goggan can pursue the following actions, following a discussion with the City on the best post-judgment option for each case:



- Post Judgment Discovery
- Abstract of Judgment
- Writ of Execution
- Garnishment
- Turnover Order

ii. **Tasks**

Data Transfer

Typically, upon contract award, our ITG department creates a secure database for the client. The client is assigned a unique internal tracking number, which will be used throughout the life of the contract to generate reports and track account placement data.

Our usual protocol calls for ITG to establish, tests, and confirm to the satisfaction of the client's programmers and technical support staff all of the firm's network connections, verifying appropriate levels of security and data integrity between the client's system and ours. Usually information is transferred by secure FTP through encrypted VPN. We recognize that the City's data transfer methodology for this current project may be different and we acknowledge that we have the capabilities to receive and process the file referral data in any format that the City deems appropriate.

For security reasons, we do not accept direct electronic data transfers to or from computers located within our internal network infrastructure. Instead, encrypted data is transferred from the client's system to a secure computer located outside the firewall from our secure infrastructure. Once files are received, validated, and checked for viruses, malware, etc., they are then transferred to our internal infrastructure via a secured connection accessible only from our internal network.

When the firm's file transfer servers receive files from a client, they send automatic e-mail notification to our client managers and ITG's load technicians. The client managers track their specific clients' data, while the load techs check the data for errors; after verifying the data, they load it into our proprietary software system.



Account Transfers from the City's System

Linebarger Goggan's collection process begins with the electronic transfer by the City of delinquent accounts. Transferred accounts are loaded into a fully secure City segment of Linebarger Goggan's data processing system located in San Antonio, Texas.

We begin the electronic case history of each account by establishing a record and unique identification code.

All accounts are sent to the National Change of Address (NCOA) database for address verification and then CASS-certified to meet U. S. Postal Service mailing requirements for address standardization. We also perform a delivery point verification (DPV) process at this time to ensure that the address is an actual deliverable address and not a vacant lot or non-existent address.

b. Partial Payments and Payment Plans

Installment Agreements

Linebarger Goggan recognizes that a significant number of customers are not able to make payments in full and instead require installment agreements. If a review of the customer's finances indicates that full payment is not immediately possible, the collector negotiates an installment plan that follows City guidelines.

- Whenever an installment agreement is established, our in-house collector sends a payment plan letter to the customer confirming the terms and Cityspecific requirements.
- The collector working the account places it in the installment agreement queue. Both the system and the collector monitor payments until the delinquent amount is paid in full.

c. Working Accounts

Pursue All Receivables

We analyze each debt portfolio in order to determine the most effective means for collecting the delinquency and then develop a work plan, which helps us maintain our target collections. Once collection activities begin, supervisory personnel



perform additional analysis and constantly monitor the results and change our collection processes as necessary.

Linebarger Goggan will actively pursue collection on all accounts that are referred by the City. The firm will work diligently to collect on all accounts as long as they remain with the law firm regardless of age, amount or type of debt. The law firm can effect collections in all 50 states and U.S. territories.

It is understood that the City may recall an account at any time for a legitimate reason. At that point, Linebarger Goggan will immediately cease all collection efforts on the account.

d. Combining Multiple Accounts

While every debt received from the City will be treated as a unique account, we do combine accounts owed by the same customer into a single collection notice or collection call in order to collect all amounts owed without making multiple calls or sending individual letters that may confuse and/or frustrate the customer.

e. Report Submission, Debt Collection and Billing **Documenting and Reporting Collection Activity**

All collection activities, whether completed by collection staff or the automated system, are thoroughly documented as they occur. Managers' feedback and instructions are also recorded in the account history for collectors' review and action.

Linebarger Goggan establishes and executes a reporting schedule in the format and with the frequency desired by the client. A typical suite of reports may include the following:

Account Activity Reports

A report is generated each time a client transfers new and/or updated account files to Linebarger Goggan. This report includes total number and value of accounts newly-referred accounts inactivated, accounts recalled, accounts adjusted.



Payment Management Reports

If a payment is sent to the law firm instead of directly to the City and the payment is made payable to the City, the Firm will forward that payment to the City with appropriate documentation by the next business day.

If a payment is sent to the law firm instead of directly to the City and the payment is made payable to the Firm, the Firm will deposit the payment into an IOLTA account created by the Firm specifically for the City of Austin and into which only City of Austin payments will be deposited. The Firm will then cut a check to the City for the amount of the payment with appropriate documentation as soon as practical after receipt and deposit of the initial tender; however, in no event later than five (5) business days.

Linebarger Goggan will submit an invoice and statement monthly to the client for the previous month's commission.

Collection Reports

Standard reports delivered on a schedule agreed upon with the City include the following information:

- details on collections by different placement variables
- total number of accounts assigned, recalled, collection percentages, number and value of accounts still in our inventory and undergoing active collection activities
- comparisons of the law firm's performance on original and subsequent account placements
- total accounts collected

Ad-Hoc Reports

The law firm's contract manager oversees the development of any ad-hoc reports that the City may require. These reports may include information on collection rates by offense type, collection activities (letters sent, telephone calls made, returned mail), account inventories, and updated account address information.



Processing and Tracking Payments

The firm segregates important control functions throughout its internal control processes to safeguard client funds. The firm also utilizes an internal audit team and an Audit Committee to maintain an effective control system.

Financial Controls

Because we are a law firm, Linebarger Goggan's handling of clients' payments and management of bank accounts is tightly regulated. The firm is prohibited from earning interest on clients' funds. For this reason, Linebarger Goggan has established an IOLTA (interest on lawyers' trust account), which is a special interest trust account regulated by each state's bar association. If selected as the City's vendor the Firm will open a specific IOLTA account into which only City of Austin payments received by the Firm will be deposited. The Firm recognizes and will direct all debtors that payment should be made payable to and directly delivered to the City however in the case where a debtor nevertheless makes payment directly payable to the Firm, the Firm will utilize this special IOLTA account to process the payment and deliver it to the City.

Linebarger Goggan maintains a wide variety of professional and general comprehensive insurance policies; all employees are covered for liability in amounts not less than \$1,000,000 per occurrence. The law firm segregates important control functions throughout its internal processes to safeguard client funds.

Payment by Mail

A detachable payment coupon and return envelope are standard with all Linebarger Goggan collection notices. If customers wish to pay in person, they will be directed to the appropriate City payment processing center. Customers will also be informed of any additional payment options which may be offered by the City (by mail, phone, web site, etc.).

Linebarger Goggan's professional collectors will explain the terms for payment as well as other case resolution options approved by the City. In the event that English is not the first language for the customers, a bilingual employee will



provide assistance. When necessary to accommodate a customer, our language translation service provider Language Line Services is always available to assist.

Electronic Payment Options

To encourage customers to make full and prompt payments, Linebarger Goggan can utilize a variety of convenient, secure electronic payment methods — such as checks by phone, credit card payments by phone, and credit card payments via Internet provided the City approves.

Checks by Phone

Linebarger Goggan has the capability of taking a customer's bank account information over the phone to process a payment immediately. Check by phone payments will be forwarded to the City designated payment center within 5 to 7 business days of receipt. A daily report of both the cleared funds and the records tying those funds to the delinquent accounts will be forwarded to the City. No charge is made to the customer or the City for processing a check by phone.

Credit Cards

If approved by the City credit card payments will be directed to the City's credit card merchant. Credit card information can be captured either by phone call with one of our Agents, or via the City's web site if a payment portal is available.. A daily report of both the funds deposited and the records tying the funds to the delinquent cases will be forwarded to the City.

Tracking Installment Payments

Linebarger Goggan recognizes the necessity of aggressively following up on late payments. If a customer sends an improper amount or falls more than 30 days late in making a payment, the collector follows up with the customer via phone. During the phone call, the collector reviews the installment plan with the customer, outlines the importance of following its terms, and encourages the customer to recommit to the agreement.



Billing

Linebarger Goggan will provide a monthly invoice to the City for payment along with the gross amount of collections.

f. Transfer of Recalled Accounts

Recall, Inactivation, and Reactivation of Accounts

The City may recall any transferred account at any time, including accounts that require administrative resolution. All collection activity ceases immediately when an account is recalled, and the account is returned to the City along with a returned account report.

The City may also inactivate or reactivate an account for collection, depending upon the status of payments from the delinquent account holder or of judicial actions affecting the account. Inactive accounts are not transferred to dialer campaigns or sent to the mailing queue.

g. Customer Contacts **Contacting Customers by Mail**

Initial Demand Letters

After the completion of Component I: Account Preparation, the Linebarger Goggan system automatically transfers City accounts with verified addresses to the law firm's demand letter inventory. Prior to any mailing, all letters and a proposed distribution schedule are submitted to the City for approval.

Within five days of an account placement by the City, the system generates an initial letter. Printing the demand letter on the law firm's letterhead impresses upon the customers the gravity of his or her obligation to pay the delinquent amount owed. Typical letters:

- advise the customer that the account has been placed with our law firm, which is under contract with the City
- provide contact information, including a toll-free telephone number for the customer to communicate with Linebarger Goggan regarding payment



include a detachable, scannable payment coupon

Follow-up Letters

Linebarger Goggan typically uses a series of demand letters all printed on law firm letterhead. The series continues automatically if the customer fails to respond.

Returned Mail

All mail has a 2Dbar code on it containing the Client Number, the CUBS logon and the account number assigned to it when first transferred to our system. Undeliverable mail (attempted not known, outside of delivery limits, insufficient address) is date-stamped and scanned into the CUBS collection system on the day that it is returned to our ITG mail processing unit.

Once the letters are scanned, they are updated in CUBS as returned mail, and our automated skip-tracing processes take over if there is no forwarding address information. Accounts with forwarding addresses are updated in CUBS, and new letters are sent to the forwarded address.

Incoming Correspondence

Collection attempts often produce written responses from customers with questions and concerns about their delinquent accounts. All correspondence from a customer (or the customer's attorney) is forwarded to the collector assigned to that account, who responds in writing, in a direct and friendly manner. Linebarger Goggan attorneys respond when the situation warrants a response from an attorney.

Telephone Contacts with Customers

Account Distribution to Collectors

Concurrent with the mailing process, the Linebarger Goggan system transfers accounts with telephone numbers into the collector inventory. Accounts from this inventory are handled in a two-step process:



Step One

Accounts are automatically and continuously distributed to our in-house collectors who verify the customer's identity, confirm basic account information, and attempt collection. Accounts are also placed in the collector inventory as a result of inbound phone inquiries, correspondence or partial payments by customers.

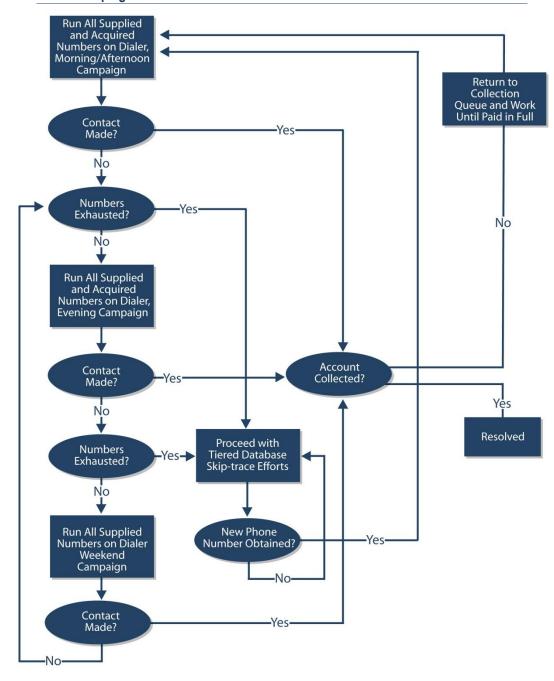
Step Two

The collectors work to resolve accounts through payment-in-full, installment agreement, or possibly legal enforcement.

A flowchart of our Dialer Campaign Process is included on the following page.



Dialer Campaign Process





Compliance When Making Contact

Linebarger Goggan's predictive dialer places calls to customers according to a schedule that conforms to any applicable laws and regulations and City policies. All calls will be made in strict compliance with FDCPA regulation with regards to timing of calls.

Again, after establishing telephone contact, collectors clearly identify themselves as employees of a law firm under contract with the City. Collectors then confirm the customer's identity, and verify current address, telephone numbers, and place of employment.

h. Customers with Special Needs

Non-English Speaking Customers

Language translation is available for all communications with customers, including written and voice services.

Of the 71 call center representatives at the San Antonio Call Center, 35 are bilingual.

Other specific language translation services are available upon request through Language Line Services.

Hearing Impaired Customers

Customers with speech or hearing impairments that use TDD (Telecommunications Device for the Deaf) services are assisted through the use of the MyTTY service for the hearing impaired.

Customer Complaints

Swift Response to All Complaints

In more than 38 years, Linebarger Goggan has never had a judgment levied against it for violating collection laws or regulations. None of our clients have ever terminated a contract with our firm due to inappropriate collection activities by our employees. For that outstanding record we credit our rigorous, ongoing



training program, which produces collectors who project an attitude of calm professionalism in every interaction with customers.

Our firm's culture is one of zero tolerance for valid complaints, and management vigorously investigates all complaints made against any member of our staff. We take all customer allegations seriously and follow a systematic approach to addressing and resolving complaints. Individually and collectively, we do everything possible to eliminate complaints and mitigate their consequences, protecting our clients' reputations as well as our own.

The Complaint Process

Because collection activities involve complex interactions with customers, our most experienced collectors supervise the collection floor at all times, ready to assist with any difficult situation that develops in the course of a phone call. These highly trained front-line personnel are able, in most circumstances, to mitigate the customer's frustration and successfully resolve the matter at hand. When the customer remains unsatisfied and files a complaint, Linebarger Goggan's formal complaint process is triggered. This process is depicted in the flow chart on page 19 and described below.

Formal Complaint Process

Phase 1: The collection floor supervisor reviews the complaint, whether made in writing or verbally over the telephone. Complaint information details are documented in the collection system.

Phase 2: If the complaint appears to be valid, the collection floor supervisor flags the account and launches an investigation, gathering relevant information and correspondence, reviewing account files, and interviewing the collector against whom the complaint was filed and, if necessary, the customer. The collector may also write a memo describing the incident.

Phase 3: Within 24 hours of completing the investigation, Linebarger Goggan will notify the client of the complaint if the client was involved with the initial complaint or if the complaint is of a magnitude that warrants notification. An explanatory memo, notes from the interview, a copy of the collection activity

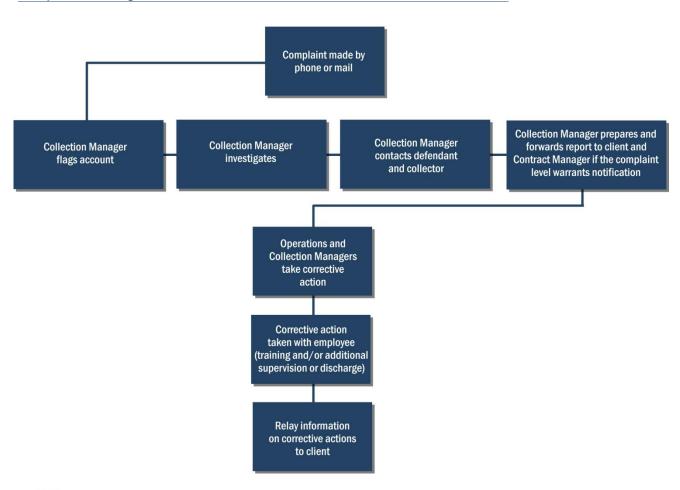


notes for the account, and all relevant correspondence will be forwarded to the client at that time. The complaint will also be documented in the employee's personnel file.

Phase 4: Linebarger Goggan takes corrective action. Depending on the nature of the complaint, the employee completes special training to reinforce knowledge of collection procedures and techniques, receives additional supervision, or is terminated.

Phase 5: If the client was involved in the initial complaint or has been notified by Linebarger Goggan of a complaint, the firm will send the client an updated copy of all documentation associated with the complaint, including a copy of its final response to the customer and a description of corrective actions.

Complaints Investigation and Corrective Action





Credit Reporting

Please refer to Tab 2, section i where this is discussed more fully.

k. Technical Capability

Please review Linebarger Goggan technical capabilities given in Tab 3.

Implementation Schedule

Linebarger Goggan is committed to launching the City collection program quickly. While our typical transition timetable would be the 60 day period noted below, we believe that the City's referral process will be somewhat different and will we will be able to shorten this process significantly. Barring unusual problems with datasets or transfers, our systems and personnel are fully prepared to accept City account data and begin the collection process within 60 days of initiating a contract.

The following sample timeline outlines activities set in motion at the signing of the contract. Designed to establish communication channels and begin collection efforts quickly, the final implementation plan is tailored to the City's specific needs and circumstances.

Timeline

Day 1: The City approves a contract with Linebarger Goggan.

Days 1-5: City representatives and the Linebarger Goggan project management team discuss implementation, a proposed work plan, and report formats. Our IT personnel discuss the electronic communications protocols and requirements with the City's data processing staff (or the City's information technology vendor).

Days 5-15: Linebarger Goggan submits draft demand letters for review by the City. Our IT personnel begin working with the City to develop an interface.

Days 15-20: Linebarger Goggan provides the City with secure web access, prepares the database system to accept the City test data, and begins testing interfaces. The first test file is sent at this time. Our goal is to complete all testing



within 30 days of contract signing in order to insure timely implementation within the 60 day time frame.

- •The City sends its specific requirements, regulations, and procedures to Linebarger Goggan's project manager. The firm compiles City-specific training materials and assigns collectors and support personnel to the project.
- The City makes final changes and approves demand letters and call center scripts. The law firm's project management team meets with the City project manager to review progress. Our management team also reviews employee assignments to ensure adequate staffing levels for the expected volume of City accounts.

Days 20-30: Linebarger Goggan collection system programmers develop special report formats and test them to the satisfaction of City personnel. The City approves a system test plan to ensure the reliability and security of the network transmissions. City personnel begin sending test data.

Day 30: Linebarger Goggan IT personnel and City IT personnel complete final testing to determine that interfaces are acceptable for transferring of live data.

Days 30-40: The law firm's programmers work with City data processing staff (or IT vendor) to finalize special report formats, address any issues relating to the startup, and finalize the ongoing work plan.

Days 40-50: The City transmits the first live data file for collection.

Days 50-60: Linebarger Goggan processes the first data file, and the City collection program begins.

Day 60: Linebarger Goggan Project Management Team meets with the City Project Manager to assess the implementation process, address any unresolved issues that surfaced, and develop an ongoing management plan for collections.



Workforce iii.

a. Size and Composition of Workforce

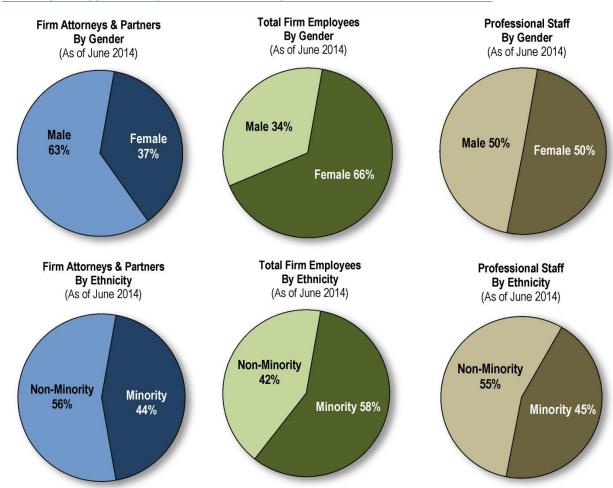
Linebarger Goggan currently employs more than 1,100 professional staff, including 100 attorneys, more than 250 highly trained collection staff, and more than 130 IT professionals. We will provide the full gamut of resources and personnel necessary to meet and exceed the City's expectations.

Our law firm possesses vast technical expertise and personnel resources, all of which are leveraged through our use of highly sophisticated computer systems. While key management personnel are directly assigned for this project, it is not our general practice to dedicate specific non-management staff or resources to any particular project or function. Responsibilities, duties, and particular project functions are dynamic in nature; this allows us to effectively react to the changing requirements of each particular project and reallocate collection personnel as needed. This organizational structure allows us to assign various job functions across a large pool of highly qualified employees, all of whom are available and responsible for handling collection matters on this project.

Virtually every Linebarger Goggan employee may be assigned responsibilities and utilized at various times and for various functions during the performance of the City contract.



Linebarger Goggan Staff by Gender and Ethnicity



b. Source of Employees

Linebarger Goggan gets most of its collection employees from temp agencies that we hire on a temporary to permanent basis. We also do direct hires from CareerBuilder.com.

c. Average Tenure

Firm-wide, we have an average tenure of 8.54 years for all employees. At the San Antonio Call Center, the average tenure is 4.8 years with a turnover of 31%.



d. ACA Certified

All collection supervisors and the call center manager are ACA certified. The collection trainer is ACA Trainer certified also. The supervisors, manager and trainer are paid in a combination of salary and commission.

All collection staff receives a living wage. Collectors with college degrees or previous collection experience are compensated at rates commensurate with their education or experience.

e. Training Programs **Linebarger Goggan's Collector Training Program**

Linebarger Goggan's collector training program consists of two parts: new hire training for employees in their first two weeks with the firm; and ongoing training for all employees, regardless of tenure.

New Hire Training

With assistance from senior managers and experienced collectors, Linebarger Goggan's trainers lead newly hired collectors through a rigorous five-phase education and examination process:

Phase 1: Laws and Regulations and Company Policies

New collectors complete intensive instruction in the Privacy Act of 1974; the Fair Debt Collection Practices Act (FDCPA) and law firm security, confidentiality, and file management policies and procedures.

Phase 2: FDCPA, Telephone Techniques, and System Training

Trainees continue their study of the FDCPA using a computer-based training program developed by the American Collectors' Association (ACA). Instructors review final exam results with trainees, fully explaining correct answers to any missed questions.

Two ACA training tools are used to teach collectors appropriate telephone techniques: Professional Telephone Collection Techniques, an interactive software



package; and Advanced Telephone Collecting, a DVD package that includes worksheets.

Collectors receive thorough training on the firm's customized computer system, which is based on Columbia Ultimate Business Systems (CUBS). Trainees first take CUBS Computer-Based Training (CBT) lessons with instructors, and then complete on-the-job training (OJT) within their assigned units.

Phase 3: City-Specific Training

Training that focuses on the City's unique needs and circumstances ensures compliance with City procedures and policies, as well as regulations governing the City's activities and the nature of the delinquencies owed.

Phase 4: Hands-On Collection Training

Each trainee works with a trainer, a manager, and a senior non-management collector in rotation to ensure understanding and use of proper collection techniques. Each trainee is closely monitored to ensure compliance with Linebarger Goggan's standards of operation and FDCPA requirements.

Phase 5: Mentoring

Linebarger Goggan's new employee training concludes with an on-the-job mentoring program. In addition to an immediate supervisor, each new collector is assigned to a senior employee and taken "under wing" to sharpen skip-tracing skills, telephone techniques, and overall knowledge of the City's receivables. Such mentoring enhances performance and minimizes complaints.

Ongoing Training

Designated Trainers

At each of Linebarger Goggan's call centers an individual is designated to provide training activities. These include special, frequent sessions on systems upgrades and collection tools enhancements and presentations on collection topics such as regulatory changes.



Educational Materials

Linebarger Goggan maintains membership in many of the industry's professional organizations and uses their videos and other educational materials in its ongoing training programs.

External Training

Linebarger Goggan encourages employees to participate in external training opportunities. Employees bring information from such courses and seminars back to the firm for the benefit of managers and collectors alike.

Group Discussions

Periodic, interactive discussions inform collectors and other employees about changes in operating procedures, laws, and regulations.

Monitoring Interaction with Customers

To ensure that fair treatment of customers is part of the normal course of business for every Linebarger Goggan collector, we monitor phone calls for compliance and professionalism. We also monitor system actions to ensure collectors follow correct procedures for account documentation. Collectors are generally monitored a minimum of several hours each month.

Onscreen Displays

Onscreen displays reinforce collectors' training while they work by highlighting restrictions, guidelines, and operating procedures specific to a particular client. Such reminders help the collector comply with the laws and regulations of the customer's state or territory, as well as applicable federal laws.

Regulatory Updates

The firm's attorneys and collection supervisors monitor changes in laws and regulations related to the accounts receivable management industry. They provide regular updates to employees to ensure continued compliance.

Sources of information used to monitor changes in applicable collection laws and regulations include the following:



- Linebarger Goggan's Governmental Affairs Division
- American Collectors Association (ACA) the collection industry's leading professional trade organization
- Legal Bulletin tracks legislation and regulation changes at the federal and state level
- ACA Advocate provides information on court cases relating to the collection industry, including interpretation of decisions
- Currents newsletter providing up-to-date legislative and regulatory information
- Cred-Alert credit agency information as it relates to the collection industry
- Collection Agency Report monthly newsletter for collection agency management
- Collections and Credit Risk periodical for the credit and collections industry
- Continuing Legal Education Seminars
- Inside ARM.com periodical for the credit and collections industry
- Collector Magazine trade publication for consumer-based collection organizations
- Seminars, conferences and contacts with a network of industry professionals

Collector/Supervisor Ratio

We currently have a 7:1 collector to supervisor ration at our San Antonio Call Center.

g. Quality Control Monitoring within the Project Team

Our project manager for the City project conducts regular reviews of projectrelated activities to ensure high-quality client service and contractual, procedural, and regulatory compliance in all dealings with customers. The project manager



presents his or her findings to collectors so that they may continue to hone their skills.

Our project management team for the City project will routinely monitor all of the collection program's internal functions, assuming responsibility for compliance with firm procedures and standards and the City's policy.

Compliance and Quality throughout the Collection Process

Fair, Ethical and Courteous Treatment of Customers

As a law firm focused on the collection of delinquent government receivables, we are committed without compromise to the high ethical standards of the legal profession as well as those of the collection field. Our collectors only use collection strategies and techniques that are both legal and ethical. Experienced managers work the collection floor on a daily basis, observing collectors as they deal with customers to ensure all customers are treated with courtesy and respect.

Confidentiality

All customer information is kept confidential at all times. All employees must sign a nondisclosure/confidentially agreement when they join the law firm.

Protecting Customer Rights

All Linebarger Goggan employees receive rigorous initial and ongoing training in the rights of customers. This training includes comprehensive coverage of the FDCPA and the Privacy Act of 1974, as well as the full range of City policies and procedures regarding collection activities.

To guarantee full compliance with both the spirit and letter of the above regulations, the firm's call center managers and the attorneys overseeing the collection programs monitor collection efforts. They provide feedback to collectors and submit reports of compliance disparities to their managing attorneys.



Compliance with Applicable Regulations

After more than 38 years of providing professional collection services to our clients, Linebarger Goggan has never had a Fair Debt Collection Practices Act judgment or a Federal Trade Commission decree entered against it. This record is not accidental, but rather the result of a combination of managerial commitment, selective recruiting, intense training and zealous quality control.

As a testament to the law firm's professionalism and performance, some of Linebarger Goggan's largest clients have renewed their contracts for more than 20 years.

Quality Control Features of Collection Software

Linebarger Goggan uses customized software to manage its clients' data. For each account, the activity screen used by collectors features a reminder field that must be completed before he or she can exit the screen. These reminders establish when the next step in the collection process must be taken, and whether follow-up should be automated or personally handled by a collector. Reports track the collection process to ensure that accounts are worked in a timely fashion.

In instances requiring immediate follow-up, a supervisor transfers the account to his or her ownership and personally seeks to resolve the issue before transferring the account back to the appropriate person or group.

Commission and Recovery Rates iv.

a. Rate of Commission

Please see Tab 8 regarding Linebarger Goggan's commission and fee schedule. If additional information is required, we can give it upon request.

b. Monthly Referrals

For the calendar year 2013 the average number of monthly account referrals that the Firm received from all Fines and Fees clients was 946,169.



c. Average Collection Time

Because so many variables factor into the collectability of a particular delinquent account – age of account, type of account, demographics of the jurisdiction where the account originated - it is impossible to draw any conclusions about the average collection time from placement to payment in full. Many accounts that are referred to us are collected within days of our Firm receiving them. Others are not collected for years.

d. Average Recovery Rate

Again, attempting to identify the 'average recover rate' for all 2013 referrals would be difficult if not impossible because the variety of referrals we receive is so diverse. Our Firm's recovery rates vary widely and are impacted by the same factors identified in paragraph C. above - age of account, type of account, demographics of the jurisdiction where the account originated. We could present data for clients with recovery rates as high as 70% and clients as low as 5% but the differences in those client's portfolios is vast and none are comparable to what the City has identified in this RFP. We cannot therefore make an estimate on what recover rates may be realized should the City select us as their vendor.

Documents V.

a. Letters and Correspondence

Please find sample letters in Exhibit C.

b. Monthly Reports

Please find sample reports in *Exhibit D*.

c. Telephone Scripts

Please find sample telephone scripts in *Exhibit E*.

d. Other Pertinent Documents

Please find the required MBE/WBE form in *Exhibit F*.

e. Sample Pleadings

Please find sample pleadings in Exhibit G.





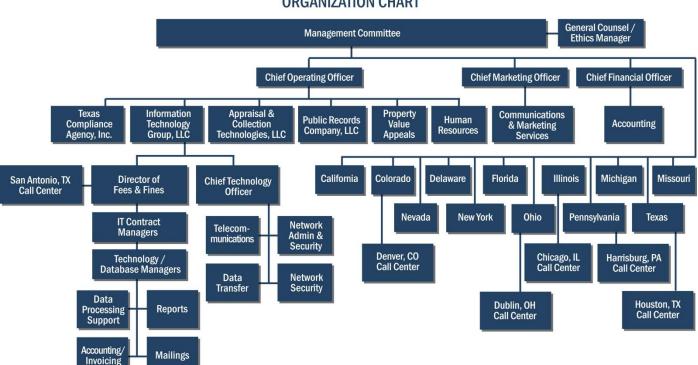
Organizational and Management Structure Firm Wide Organizational Chart

In addition to having direct contact with the firm's assigned project team, the City of Austin (City) will also have access to the resources and breadth of experience of a full-service, national collection law firm. The firm's state-of-the-art technology contributes to our ability to serve our clients efficiently and to keep them informed on all matters pertaining to their contracts. The organization chart that follows delineates Linebarger Goggan Blair & Sampson's (Linebarger Goggan) firm-wide management and organizational structure.





LINEBARGER GOGGAN ORGANIZATION CHART



Approximate Total Resources Assigned to This Project

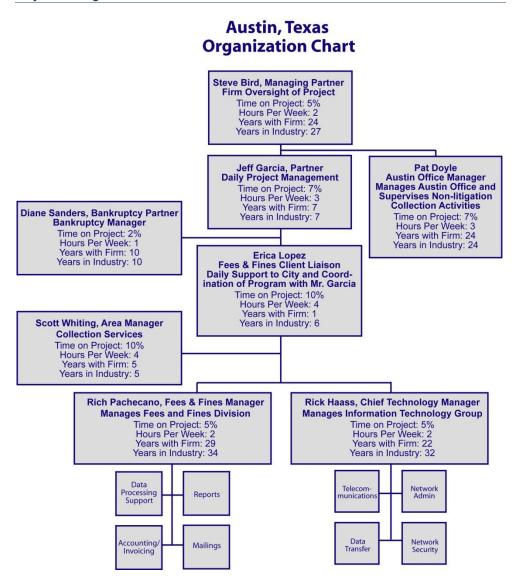
Linebarger Goggan has assigned an eight-member team, including three attorneys, to this project. Further information regarding this team can be found in the Project Organizational Chart.

Project Organizational Chart

The diagram that follows illustrates the organizational structure proposed for managing the City project headed by Steve Bird. The Linebarger Goggan team is structured to provide a centrally managed approach supported by line personnel trained in specific areas of the collection process. We have capitalized on the unique strengths of each employee to assure the highest possible level of service to the City.







The City's Involvement in the Project

We recognize the challenges faced by governmental entities to serve the public in an efficient and professional manner. We understand that a collection program must be structured so as not to create additional work for the City, but rather complement its existing operations. All aspects of the collection program are encompassed in our firm's service offering, including licensed attorneys, a



dedicated collection team, training, mailings and telephone contacts, data collection, tracking, payment remittances, software, equipment, and litigation.

Our firm does not foresee that the City will have to commit additional resources to assist our firm in the performance of this contract. Details of the City's requirements during implementation are provided in Tab 4 in the section titled Implementation.

Our firm may seek assistance of designated City employees for litigation purposes. Whenever possible, such requests will be made in a timely manner so as not to interfere with normal operations. With this philosophy, our firm believes it will develop a productive working relationship with the City.

Financial Management Structure i.b.

The law firm employs two full-time Internal Auditors to provide a "checks and balances" role over its accounting, human resource, and administrative processes. The internal audit team also serves as an additional, independent quality control mechanism to monitor compliance with the firm's contracts.

The Internal Audit Department is separate from the management team for the City project and monitors firm operations to ensure contractual and regulatory compliance in accounting, human resources, and administrative processes.

Working under the International Standards for the Professional Practice of Internal Auditing (ISPPIA), as promulgated by the Institute of Internal Auditors (IIA), the firm's Internal Audit Department regularly conducts operational and investigative audits of the firm's offices and significant operations. Audits are scheduled based on an annual audit plan approved by the Audit and Ethics Committee that is developed using a risk-based approach.

Department staff members report to the Internal Audit Manager, who reports directly to the Audit Committee, a subset of the firm's Management Committee. The Audit Committee meets regularly to discuss internal audit reports and



significant business and control processes of the Firm. The Chief Financial Officer and Chief Operating Officer also attend the Audit Committee meetings.

The Internal Audit Department determines whether controls implemented by the City project management team are adequate to ensure that the following occur:

- risks are appropriately identified and managed
- financial, managerial, and operating information is accurate, reliable, and timely
- employees' and collector actions conform to policies, standards, procedures, and applicable laws and regulations
- programs, plans, and objectives are achieved
- quality and continuous improvement are promoted in the firm's internal control processes
- funds are collected and disbursed accurately and in a timely fashion

Dedicated Account Manager i.C.

Jeff Garcia, Partner, will be the dedicated account manager for the City. He is located at the Austin office and can be reached at 512.634.3763 or jeffrey.garcia@lgbs.com. His resume follows.



Jeffrey M. Garcia

Professional Experience

2012 - Present Linebarger Goggan Blair & Sampson, LLP Austin, Texas

Partner

- Manages entire delinquent court fee and fine and property tax collection programs for multiple jurisdictions in Blanco, Hays, Llano, Mason, Mills, San Saba, Travis and Williamson Counties.
- Serves as primary liaison to these clients on collection and contractual matters.
- Provides full range of legal services, from legal opinions, collection reports, debtor counseling, pre-litigation collection efforts to all litigation matters including post judgment enforcement.

2007 - 2011Linebarger Goggan Blair & Sampson, LLP Brownsville, Texas

Attorney

- Managed delinquent property tax collection programs for taxing jurisdictions in Cameron County.
- Served as primary litigation attorney and supervised tax warrant seizures and tax sales.
- Provided training to clients on collection strategies and legislative changes to the tax code.

2006-2007 Cameron County Brownsville, Texas

Assistant District Attorney

- Served as lead prosecutor for County Court-at-Law No. 3.
- Managed daily court docket loads of up to 90 criminal cases per day and up to 2 jury trials per week.
- Provided training and oversight responsibilities to criminal intake clerks.



2003-2006 St. Mary's School of Law, Criminal Justice Clinic San Antonio, Texas

Student Attorney

- Investigated and researched indigent criminal defense cases.
- Drafted, filed, and argued pre-trial motions with supervising instructor attorney.
- Provided job interview and job skills training at local homeless

Current Professional Memberships

- State Bar of Texas
- **Austin Bar Association**
- Austin Young Lawyers Association
- Cameron County Bar Association

Education

St. Mary's University School of Law, San Antonio, Texas Juris Doctor, 2006

St. Mary's University, San Antonio, Texas B.A. – Political Science, 2003

Graduated Cum Laude

San Antonio College, San Antonio, Texas A.A.S. – Criminal Justice, 2001

Graduated with High Honors



Good Standing with Licensing/Regulatory ii. **Agencies**

Linebarger Goggan is in good standing with all relevant licensing and regulatory agencies.

iii. **Partnership**

Linebarger Goggan will not be entering into or creating a partnership or joint venture to respond to or, if awarded the contract, work the referral portfolios that the City has incorporated into this RFP.





Tab 6: Experience

Client List

Our client's privacy is of utmost concern for our firm, and it is our policy to gain permission before disclosing their contact information. Since Linebarger Goggan represents more than 2,300 clients and taking into consideration that and the timeframe allowed to produce a response to the City of Austin (City) RFP, we have provided the contact and contract information only the client references supplied in response to *Tab 1*.

We have also provided a complete list of our Texas clients at the end of this tab.

We hope that the information provided sufficiently demonstrates our experience and capabilities in collecting delinquent government receivables.

ii. **Number of Clients**

At present, Linebarger Goggan serves 2,307 clients.

Corporate Experience iii.

We regularly outperform our competitors working the same contracts. Our customized collection program puts more money in our clients' pockets and elicits fewer complaints from delinquent account holders than do our competitors' efforts. The high quality of our services has produced exceptional customer loyalty, as clients regularly renew our contracts and expand the scope of our work.

The following chart illustrates our success recovering government receivables for clients similar to the City in their collection needs.



Tab 6: Experience

Performance for Similar Clients

Please see Tab 4, subsections c and d for an explanation regarding collection experience.

Statement of Consent iv.

Please see information in section i: Client List.



Tab 6: Experience

TEXAS CLIENT LIST

As of 6/4/14

Acton MUD, DTAX Acton MUD Defined Area, DTAX Addison, DTAX Agua Dulce, DTAX Agua Dulce ISD, DTAX Alamo, FEES Alamo, DTAX Alamo Comm Coll Dist, DTAX Alamo Heights, FEES Alamo Heights, DTAX Alamo Heights ISD, DTAX Alba, DTAX Alba - Golden ISD, DTAX Aledo, DTAX Aledo ISD, DTAX Alice, FEES Alice, DTAX Alice ISD, DTAX Alice Water Authority, DTAX Alto, DTAX Alto ISD, DTAX Alton, FEES Alton, DTAX Alvord, DTAX Alvord ISD, DTAX Anderson Spec Inv. DTAX Angelina Co FWD, DTAX Angelina Co WCID # 03, DTAX Angelina Co WCID # 04, DTAX Angelina College Dist, DTAX Angelina County, FEES Angelina County, DTAX Annona, DTAX Anthony, FEES Anthony, DTAX

Aransas County, DTAX Aransas Pass, FEES Aransas Pass, DTAX Aransas Pass ISD, DTAX Archer County, DTAX Arcola, DTAX Arlington, FEES Arlington, DTAX Arlington BID, DTAX Arp, DTAX Arp ISD, DTAX Arroyo Nav Dist, DTAX Atascosa Co FM & Lateral Rd, DTAX Atascosa County, DTAX Atlanta, DTAX Atlanta ISD, DTAX Auburn Trails Defined Area. DTAX Auds Creek WD, DTAX Aurora, DTAX Austwell, DTAX Austwell - Tivoli ISD, DTAX Avalon ESD # 08, DTAX Avery, DTAX Avery ISD, DTAX Avinger, DTAX Avinger ISD, DTAX Axtell ISD, DTAX Azle ISD, DTAX Bacliff MUD, DTAX Bailey, DTAX Balch Springs, FEES Balch Springs, DTAX Balcones Heights, FEES Balcones Heights, DTAX Balmorhea, DTAX Banquete, DTAX Banquete ISD, DTAX Barry, DTAX Bay City, FEES Bay City, DTAX

Bay View, DTAX

Bayou Vista, DTAX Bayside, DTAX Bayview MUD, DTAX Beach Rd MUD, DTAX Beasley, DTAX Beaumont, FEES Beaumont, DTAX Beaumont ISD, DTAX Beaumont Nav Dist, DTAX Beckville ISD, DTAX Bedford, FEES Bedford, DTAX Bee County, DTAX Bee Groundwater Consv Dist, DTAX Beeville, DTAX Beeville ISD, DTAX Beeville Water Supply Dist, DTAX Behrens Ranch PID, DTAX Bell County, FEES Bellevue, DTAX Bellmead, FEES Bellmead, DTAX Bells, DTAX Bells ISD, DTAX Beltline Ashmore PID. DTAX Ben Bolt - Palito Blanco ISD. DTAX Benavides ISD, DTAX Beverly Hills, FEES Beverly Hills, DTAX Bevil Oaks, DTAX Bevil Oaks MUD, DTAX Bexar Co ESD # 01, DTAX Bexar Co ESD # 02, DTAX Bexar Co ESD # 03, DTAX Bexar Co ESD # 04. DTAX Bexar Co ESD # 05, DTAX Bexar Co ESD # 06, DTAX Bexar Co ESD # 07, DTAX Bexar Co ESD # 08, DTAX Bexar Co ESD # 10, DTAX



Anthony ISD, DTAX

Aransas Co ISD, DTAX

Aransas County, FEES

Aransas Co MUD # 01, DTAX

Aransas Co ND # 01, DTAX

Calvert ISD, DTAX

Bexar Co ESD # 11, DTAX Bexar Co ESD # 12, DTAX Bexar Co Rd Dist # 01, DTAX Bexar Co Rd Dist # 02, DTAX Bexar Co Rd Dist # 03, DTAX Bexar Co Rd Dist # 04, DTAX Bexar Co Wtr Dist # 17, DTAX Bexar County, FEES Bexar County, DTAX Bi Stone Municipal WSD, DTAX Big Lake, DTAX Big Sandy, DTAX Big Sandy ISD, DTAX Birdville ISD, DTAX Bishop, DTAX Bishop CISD, DTAX Blackjack Rd Dist, DTAX Blanco, DTAX Blanco - Pedernales GWCD, DTAX Blanco Co ESD # 02, DTAX Blanco County, DTAX Blanco ISD, DTAX Blinn Jr College, DTAX Bloomburg, DTAX Bloomburg ISD, DTAX Blooming Grove, FEES Blooming Grove, DTAX Blooming Grove ISD, DTAX Bloomington ISD, DTAX Blossom, DTAX Bluff Dale ISD, DTAX Boardwalk PID, DTAX Bogata, DTAX Bonham, FEES Bonham, DTAX Boyd, DTAX Boyd ISD, DTAX Brackett ISD, DTAX Brackettville, DTAX Brazoria Co MUD # 01 (Pearland), DTAX Brazoria Co MUD # 04 (Pearland), DTAX Bremond, FEES Bremond, DTAX

Bremond ISD, DTAX Brenham, DTAX Brenham ISD, DTAX Bridge City, DTAX Bridge City ISD, DTAX Bridgeport, DTAX Bridgeport ISD, DTAX Bristol ESD # 07, DTAX Broaddus ISD, DTAX Brock ISD, DTAX Brookeland ISD, DTAX Brookfield PID, DTAX Brooks Co ISD, DTAX Brooks County, FEES Brooks County, DTAX Brookshire, FEES Brookshire, DTAX Brookshire MWD, DTAX Brownsboro ISD, DTAX Brownsville, DTAX Brownsville ID, DTAX Brownsville ISD, DTAX Brownsville Nav Dist, DTAX Bruceville - Eddy, DTAX Bruceville - Eddy ISD, DTAX Brush Country GCD, DTAX Brush Country UWD, DTAX Bryson, DTAX Bryson ISD, DTAX Buena Vista ISD, DTAX Bullard, DTAX Bullard ISD, DTAX Buna ISD, DTAX Bunker Hill Village, FEES Burton, DTAX Burton ISD, DTAX Butterfield Ranch PID. DTAX Byers, DTAX Byers ISD, DTAX Caddo Mills, DTAX Caddo Mills ISD, DTAX Calallen ISD, DTAX Caldwell CAD, DTAX Caldwell Co ESD # 02, DTAX Caldwell County, DTAX Caldwell-Hays ESD # 01, DTAX Calvert, DTAX

Cameron Co Drain Dist # 01, DTAX Cameron Co Drain Dist #03, DTAX Cameron Co Drain Dist # 04, DTAX Cameron Co Drain Dist # 05, DTAX Cameron Co ESD #01, DTAX Cameron Co ID # 06, DTAX Cameron Co WID # 10, DTAX Cameron County, FEES Cameron County, DTAX Camp CAD, DTAX Camp County, DTAX Campbell ISD, DTAX Candle Meadow PID, DTAX Caney Creek MUD, DTAX Canton, DTAX Canton ISD, DTAX Canutillo ISD, DTAX Cardinal Meadows WCID, DTAX Carlisle ISD, DTAX Carrollton, DTAX Castle Hills, FEES Castle Hills, DTAX Castleman Crk Wtrshd, DTAX Cayuga ISD, DTAX Cedar Hill, DTAX Cedar Hill ISD, DTAX Celeste, DTAX Center, DTAX Center ISD, DTAX Central ESD # 01, DTAX Central ISD, DTAX Chapel Hill ISD, DTAX Charlotte, DTAX Charlotte ISD, DTAX Chateau Woods, DTAX Chateau Woods MUD, DTAX Cherokee CAD, DTAX Cherokee ISD, DTAX Chester ISD, DTAX Chico, DTAX Chico ISD, DTAX



Chilton ISD, DTAX China Grove, DTAX China Spring ISD, DTAX Chisum ISD, DTAX Choctaw WD. DTAX Christine, DTAX Cibolo Canyon SID, DTAX Cinco MUD # 09, DTAX Cisco College, DTAX Cisco ISD, DTAX Clapp Rd, DTAX Clarksville, DTAX Clarksville City, DTAX Clarksville ISD, DTAX Clay CAD, DTAX Clay Co ESD # 01, DTAX Clav Co ESD # 02. DTAX Clay County, DTAX Clear Brook City MUD, DTAX Clear Creek WD, DTAX Clear Creek Wtrshd Dist. DTAX Clear Lake Shores, DTAX Cleveland ISD, DTAX Clint, DTAX Clint ISD, DTAX Coastal Bend College, DTAX Coastal Plains Grndwtr Dist, DTAX Cockrell Hill, DTAX Coleman, DTAX Coleman County, DTAX Coleman County TAD, DTAX Coleman HD, DTAX Coleman ISD, DTAX College of the Mainland, DTAX Colleyville, FEES Collinsville, DTAX Collinsville ISD, DTAX Colmesneil ESD # 07, DTAX Colmesneil ISD, DTAX Combes, DTAX Combine, DTAX Commerce, DTAX Commerce WD, DTAX

Concho County, FEES Conroe, DTAX Conroe ISD, DTAX Converse, DTAX Coolidge, DTAX Coolidge ISD, DTAX Cooper, DTAX Cooper ISD, DTAX Coppell, DTAX Coppell ISD, DTAX Coppell MUD, DTAX Copperas Cove, FEES Corinth, DTAX Corpus Christi, FEES Corpus Christi, DTAX Corpus Christi ISD, DTAX Corrigan, DTAX Corrigan - Camden ISD, DTAX Corrigan Hosp, DTAX Corsicana, DTAX Corsicana ISD, DTAX Cotulla, DTAX Cotulla ISD, DTAX Country Acres Rd Dist, DTAX Country Club Park PID, DTAX Crandall, DTAX Crandall ISD. DTAX Crane, DTAX Crane Co WD, DTAX Crane County, DTAX Crane County HD, DTAX Crane ISD, DTAX Cranfills Gap, DTAX Cranfills Gap ISD, DTAX Crawford, DTAX Crawford ISD, DTAX Crockett, DTAX Crockett ISD, DTAX Crowley, DTAX Crystal Beach, DTAX Crystal City ISD, DTAX Cuero, FEES Cuero, DTAX Cuero ISD, DTAX Culberson Co - Allamoore ISD. DTAX Culberson Co HD, DTAX

Culberson County, FEES Culberson County, DTAX Culberson GWCD, DTAX Cumby, DTAX Cumby ISD, DTAX Cummins Creek WCID # 01, DTAX Cypress - Fairbanks ISD, DTAX Daingerfield, DTAX Daingerfield - Lone Star ISD, DTAX Daisetta, DTAX Dallas, FEES Dallas, DTAX Dallas Co Comm Coll Dist, DTAX Dallas Co Sch Equal Fund, DTAX Dallas County, FEES Dallas County, DTAX Dallas Dwntwn Prem PID, DTAX Dallas Dwntwn STD ID, DTAX Dallas ISD, DTAX Dallas Uptown Prem ID, DTAX Dallas Uptown STD PID, DTAX Dawson, DTAX Dawson ISD, DTAX Decatur, DTAX Decatur ISD, DTAX Deep Ellum STD PID, DTAX Deer Park, FEES Deer Park ISD, DTAX Deerhaven WCID. DTAX Del Mar College, DTAX Del Rio, FEES Del Rio, DTAX Dell City, DTAX Delta Co ESD # 01, DTAX Delta Co MUD, DTAX Delta County, DTAX Denison, DTAX Denison ISD, DTAX Denton, FEES



Como, DTAX

Como - Pickton CISD, DTAX

Ellis County, DTAX

Denton Co LID # 01, DTAX Deport, DTAX DeSoto, FEES DeSoto, DTAX DeSoto ISD, DTAX Detroit, DTAX Detroit ISD, DTAX DeWitt Co DD # 01, DTAX DeWitt County, DTAX DeWitt Medical Dist, DTAX Diboll, DTAX Diboll ISD, DTAX Dickinson, FEES Dickinson, DTAX Dime Box ISD, DTAX Dimmit County, FEES DMD Improvements. DTAX DMD Land, DTAX Dodd City, DTAX Dodd City ISD, DTAX Donna, FEES Donna, DTAX Double Oak, DTAX Driscoll, FEES Driscoll, DTAX Driscoll ISD, DTAX Duncanville, DTAX Duncanville ISD, DTAX Duval Co Consv Reclam Dist, DTAX Duval Co ESD # 01, DTAX Duval Co ESD # 02, DTAX Duval Co GWCD, DTAX Duval Co MUD, DTAX Duval Co Vocational Dist. DTAX Duval Co WD. DTAX Duval County, FEES Duval County, DTAX Eagle Pass, FEES Eagle Pass, DTAX Eagle Pass ISD, DTAX East Central ISD, DTAX East Downtown Mgmt Dist, DTAX East Montgomery Co MUD # 01, DTAX

East Montgomery Co MUD # 03, DTAX East Montgomery Co MUD # 04, DTAX East Mountain, FEES East Mountain, DTAX East Tawakoni, DTAX East Texas MUD, DTAX Easton, DTAX **Ecleto Creek Watershed** Authority, DTAX Ector, DTAX Ector CAD, DTAX Ector Co FMLR. DTAX Ector Co HD, DTAX Ector Co ISD, DTAX Ector Co UD. DTAX Ector County, FEES Ector County, DTAX Ector ISD, DTAX Edcouch, DTAX Edcouch - Elsa ISD, DTAX Edgewood, DTAX Edgewood ISD, DTAX Edinburg, FEES Edinburg, DTAX Edinburg CISD, DTAX Edna, DTAX Edna ISD, DTAX Edwards UWD, DTAX El Lago, DTAX El Paso, DTAX El Paso Co ESD # 01, DTAX El Paso Co ESD # 02, DTAX El Paso Co Tornillo WID, DTAX El Paso Co WCID # 04. DTAX El Paso Co WID No. 1, DTAX El Paso Comm College. DTAX El Paso County, FEES El Paso County, DTAX El Paso Downtown Mgmt Dist, DTAX El Paso ISD, DTAX Eldridge Rd MUD, DTAX Ellis County, FEES

Elm Creek Wtr Shed, DTAX Elmendorf, DTAX Elsa. DTAX Elysian Fields ISD, DTAX Emerald Bay MUD, DTAX Emhouse, DTAX Emory, DTAX Encinal, DTAX Engelman ID # 06, DTAX Ennis, DTAX Era ISD, DTAX Euless, DTAX Eustace, FEES Eustace, DTAX Eustace ISD, DTAX Evadale WCID # 01, DTAX Evant, DTAX Evergreen UWCD, DTAX Everman, DTAX Excelsior ISD, DTAX Ezzell ISD, DTAX Fabens ISD, DTAX Fairview, DTAX Fairway Bend PID, DTAX Falfurrias, FEES Falfurrias, DTAX Falls Co ESD # 01, DTAX Falls Co ESD # 02, DTAX Falls Co ESD # 03, DTAX Falls Co WCID # 01, DTAX Falls County, DTAX Fannin CAD, DTAX Fannin Co Wtr Authority, DTAX Fannin County, DTAX Fannindel ISD. DTAX Farmers Branch, DTAX Farmer's Creek WD, DTAX Fate, DTAX Fayette County, FEES Ferris, DTAX Ferris ESD # 05, DTAX Ferris ISD, DTAX Floresville, FEES Floresville, DTAX Floresville ISD, DTAX Flour Bluff ISD, DTAX



Forest Hill, DTAX Forney, DTAX Forney ESD # 06, DTAX Fort Bend Co DD, DTAX Fort Bend Co ESD # 01, DTAX Fort Bend Co ESD # 02, DTAX Fort Bend Co ESD # 03, DTAX Fort Bend Co ESD # 04, DTAX Fort Bend Co ESD # 05, DTAX Fort Bend Co FWSD # 01, DTAX Fort Bend Co FWSD # 02. DTAX Fort Bend Co MUD # 01, DTAX Fort Bend Co MUD # 113, DTAX Fort Bend Co MUD # 26, DTAX Fort Bend Co PID # 02, DTAX Fort Bend Co TRA, FEES Fort Bend Co Unlimited Rds, DTAX Fort Bend Co WCID # 02, DTAX Fort Bend Co WCID # 03, DTAX Fort Bend County, FEES Fort Bend County, DTAX Fort Bend Parkway Rd Dist # 01, DTAX Fort Clark Sprgs MUD. DTAX Fort Clark Sprgs MUD (WIS), DTAX Fort Clark Sprgs MUD (WMO), DTAX Fort Hancock ISD, DTAX Fort Hancock WCID # 01, DTAX Fort Stockton, FEES Fort Stockton, DTAX Fort Stockton ISD, DTAX

Fort Worth, DTAX Fort Worth ISD, DTAX Fort Worth PID # 01, DTAX Fort Worth PID # 06, DTAX Fort Worth PID # 07, DTAX Fort Worth PID # 08, DTAX Fort Worth PID # 09, DTAX Fort Worth PID # 10, DTAX Fort Worth PID # 11, DTAX Fort Worth PID # 12, DTAX Fort Worth PID # 14 (Trinity Bluff), DTAX Fort Worth PID # 15 (Sun Valley), DTAX Forum Estates PID, DTAX Fox Hollow ID, DTAX Franklin, DTAX Franklin Co WD, DTAX Franklin County, DTAX Franklin ISD, DTAX Frankston, DTAX Frankston ISD, DTAX Fred ESD # 06, DTAX Freer ISD, DTAX Frio County, FEES Frio Hospital District, DTAX Frisco, DTAX Frost, FEES Frost, DTAX Frost ISD, DTAX Fruitvale ISD, DTAX Fulshear, FEES Fulshear, DTAX Fulton, DTAX Gainesville ISD, DTAX Galveston, FEES Galveston, DTAX Galveston Co DD # 01, DTAX Galveston Co DD # 02, DTAX Galveston Co ESD # 01, DTAX Galveston Co FWSD # 06, DTAX

Galveston Co Health District,

Galveston Co MUD # 06,

FEES

DTAX

DTAX Galveston Co ND # 01, DTAX Galveston Co Rd Dist #01, DTAX Galveston Co WCID # 1, DTAX Galveston Co WCID # 12, DTAX Galveston Co WCID # 19, DTAX Galveston College, DTAX Galveston County, FEES Galveston County, DTAX Galveston ISD, DTAX Ganado, DTAX Ganado ISD, DTAX Garner ISD, DTAX George West, DTAX George West ISD, DTAX Gholson, DTAX Gholson ISD, DTAX Giddings, DTAX Giddings ISD, DTAX Gilmer, FEES Gilmer, DTAX Gilmer ISD, DTAX Glendover Estates PID, DTAX Glenn Heights, DTAX Goldsmith, DTAX Goldthwaite, DTAX Goldthwaite ISD, DTAX Gonzales, DTAX Gonzales Co EMSFD # 01, DTAX Gonzales Co ESD # 01. DTAX Gonzales Co UWCD, DTAX Gonzales County, DTAX Gonzales Healthcare, DTAX Gonzales ISD, DTAX Goodlow, DTAX Goodrich, DTAX Goodrich ISD, DTAX Graford ISD, DTAX Granbury, DTAX Granbury ISD, DTAX

Galveston Co MUD # 12,



Fort Worth, FEES

Grand Prairie, DTAX Grand Prairie ISD, DTAX Grand Saline, DTAX Grand Saline ISD. DTAX Grandfalls, DTAX Grandfalls - Royalty ISD, DTAX Granjeno, DTAX Grapeland, DTAX Grapeland ISD, DTAX Grapevine, FEES Grayson Co Jr College, DTAX Grayson County, DTAX Greater East End Mamt Dist. DTAX Greater Sharpstown Mgmt Dist. DTAX Gregg Co ESD # 01, DTAX Gregg County, DTAX Gregg ESD # 01, DTAX Gregory, DTAX Gregory - Portland ISD, DTAX Grey Forest, DTAX Groves, DTAX Gunter, DTAX Hacienda Del Norte WD, DTAX Hale County, FEES Hallettsville, DTAX Hallettsville ISD, DTAX Haltom City, DTAX Hamilton, DTAX Hamilton CAD, DTAX Hamilton County, DTAX Hamilton HD, DTAX Hamilton ISD, DTAX Hamshire - Fannett ISD. DTAX Harlandale ISD, DTAX Harlingen, FEES Harlingen, DTAX Harlingen CISD, DTAX Harlingen Downtown Improvement District, DTAX Harmony ISD, DTAX Harris - Fort Bend ESD # 100, DTAX

Harris Co Dept of Ed, DTAX Harris Co ESD # 01, DTAX Harris Co ESD # 02, DTAX Harris Co ESD # 03, DTAX Harris Co ESD # 04, DTAX Harris Co ESD # 05, DTAX Harris Co ESD # 07, DTAX Harris Co ESD # 08, DTAX Harris Co ESD # 09, DTAX Harris Co ESD # 10, DTAX Harris Co ESD # 11, DTAX Harris Co ESD # 12, DTAX Harris Co ESD # 13, DTAX Harris Co ESD # 14. DTAX Harris Co ESD # 15, DTAX Harris Co ESD # 16, DTAX Harris Co ESD # 17. DTAX Harris Co ESD # 19, DTAX Harris Co ESD # 20, DTAX Harris Co ESD # 21, DTAX Harris Co ESD # 24, DTAX Harris Co ESD # 25, DTAX Harris Co ESD # 28, DTAX Harris Co ESD # 29, DTAX Harris Co ESD # 46, DTAX Harris Co ESD # 47, DTAX Harris Co ESD # 48, DTAX Harris Co ESD # 50, DTAX Harris Co ESD # 60, DTAX Harris Co ESD # 75, DTAX Harris Co ESD # 80, DTAX Harris Co FCD, DTAX Harris Co HD, DTAX Harris Co ID # 01, DTAX Harris Co ID # 03, DTAX Harris Co ID # 05, DTAX Harris Co MUD # 43. DTAX Harris Co MUD # 50. DTAX Harris Co RFPD # 15, DTAX Harris Co State of Texas. DTAX Harris Co WCID # 21, DTAX Harris County, FEES Harris County, DTAX Hawk Cove, DTAX Hawkins, DTAX Hawkins ISD, DTAX Hays CISD, DTAX

Hearne, FEES Hearne, DTAX Hearne ISD, DTAX Heath, DTAX Helotes, FEES Helotes, DTAX Helrobg Rd Dist, DTAX Hemphill ISD, DTAX Henderson, FEES Henderson, DTAX Henderson County, FEES Henderson ISD, DTAX Henrietta, DTAX Henrietta ISD, DTAX Hewitt, DTAX Hickory UWCD # 01, DTAX Hico, DTAX Hico ESD, DTAX Hico ISD, DTAX Hidalgo, DTAX Hidalgo Co ESD # 02, DTAX Hidalgo Co ID # 01, DTAX Hidalgo Co ID # 06, DTAX Hidalgo Co ID # 16, DTAX Hidalgo Co ID # 16 (Bonds), DTAX Hidalgo Co ID # 16 (Spec), DTAX Hidalgo ISD, DTAX High Hawk PID, DTAX High Island ISD, DTAX High Pointe PID, DTAX Hill Country Village, DTAX Hitchcock, FEES Hitchcock, DTAX Hitchcock ISD, DTAX Homestead MUD # 01. DTAX Hondo, FEES Honey Grove, DTAX Honey Grove ISD, DTAX Hood CAD, DTAX Hood Co HD, DTAX Hood County, DTAX Hopkins Co HD, DTAX Hopkins Co Levy Dist, DTAX Hopkins County, DTAX



Horizon City, DTAX

Horizon Regional MUD, DTAX Horseshoe Bay, DTAX Horseshoe Bay (MUD), DTAX Horseshoe Bay Standby WS, DTAX Horseshoe Bay Standby Wtr, DTAX Houston, FEES Houston, DTAX Houston CAD, DTAX Houston Comm Coll System, DTAX Houston Downtown Mgmt Dist, DTAX Houston ISD, DTAX Howe, DTAX Howe ISD, DTAX Huckabay ISD, DTAX Hudson, DTAX Hudspeth AD, DTAX Hudspeth Co ESD # 01, DTAX Hudspeth Co ESD # 02, DTAX Hudspeth Co UWCD # 01, DTAX Hudspeth County, FEES Hudspeth County, DTAX Hughes Springs, DTAX Hughes Springs ISD, DTAX Hull - Daisetta ISD, DTAX Humble, FEES Humble, DTAX Hunt County, DTAX **Hunt Memorial Hospital** District, DTAX Huntington, DTAX Huntington ISD, DTAX Hurst, DTAX Hurst - Euless - Bedford ISD. DTAX Hutchins, DTAX Indian Lake, DTAX Industrial ISD, DTAX Ingleside, DTAX Ingleside Industrial #08,

Ingleside Industrial # 11, DTAX Ingleside ISD, DTAX Ingleside On The Bay, DTAX Iraan General HD, DTAX Iredell, DTAX Iredell ISD, DTAX Irving, FEES Irving, DTAX Irving FCD # 01, DTAX Irving FCD # 03, DTAX Irving ISD, DTAX Italy, FEES Italy, DTAX Italy ESD #03, DTAX Italy ISD, DTAX Ivanhoe, DTAX Ivanhoe ESD # 01, DTAX Ivanhoe North, DTAX Jack CAD, DTAX Jack Co HD, DTAX Jack Co WCID # 01, DTAX Jack County, FEES Jack County, DTAX Jacksboro, DTAX Jacksboro ISD, DTAX Jackson Co ESD, DTAX Jackson Co ESD # 02, DTAX Jackson Co ESD # 03, DTAX Jackson Co Flood Dist, DTAX Jackson Co HD, DTAX Jackson Co WCID # 1, DTAX Jackson Co WCID #2, DTAX Jackson County, FEES Jackson County, DTAX Jacksonville, DTAX Jacksonville ISD, DTAX Jamaica Beach, DTAX Jasper Co ESD # 01, DTAX Jasper Co ESD # 02, DTAX Jasper Co ESD # 03, DTAX Jasper Co ESD # 04, DTAX Jasper Co Memorial HD, DTAX Jasper County, DTAX Jefferson Co DD # 03, DTAX Jefferson Co DD # 06, DTAX

Jefferson Co DD # 07, DTAX

Jefferson Co ESD # 01, DTAX Jefferson Co ESD # 02, DTAX Jefferson Co ESD # 03, DTAX Jefferson Co ESD # 04, DTAX Jefferson Co WCID # 10, DTAX Jefferson County, FEES Jefferson County, DTAX Jefferson ISD, DTAX Jersey Village, FEES Jersey Village, DTAX Jersey Village MUD # 199, DTAX Jersey Village MUD # 247, DTAX Jim Hogg Co FD, DTAX Jim Hogg Co ISD, DTAX Jim Hogg Co WD, DTAX Jim Hogg County, FEES Jim Hogg County, DTAX Jim Wells CAD, DTAX Jim Wells Co DD. DTAX Jim Wells Co ESD # 01, DTAX Jim Wells Co FWD # 01, DTAX Jim Wells County, FEES Jim Wells County, DTAX Joaquin, DTAX Joaquin ISD, DTAX Johnson City, DTAX Johnson City ISD, DTAX Jourdanton ISD. DTAX Judson ISD, DTAX Karnes City ISD, DTAX Katy, FEES Katy ISD, DTAX Kaufman, DTAX Kaufman Co ESD # 07, DTAX Kaufman Co FWD # 01, DTAX Kaufman Co FWSD # 1B, DTAX



DTAX

Kaufman Co FWSD # 1C, DTAX Kaufman Co FWSD # 1D. DTAX Kaufman Co MUD # 02, DTAX Kaufman Co MUD # 08, DTAX Kaufman Co MUD # 11, DTAX Kaufman Co MUD # 14, DTAX Kaufman County, FEES Kaufman County, DTAX Kaufman ESD # 01, DTAX Kaufman ISD, DTAX Keechi WD # 01. DTAX Keller, FEES Keller, DTAX Keller ISD, DTAX Kemah, FEES Kemah, DTAX Kemp, DTAX Kemp ESD # 04, DTAX Kemp ISD, DTAX Kempner, DTAX Kendleton, DTAX Kenedy Co ESD # 01, DTAX Kenedy Co FD, DTAX Kenedy Co Grdwtr Convs Dist, DTAX Kenedy County, DTAX Kenedy Countywide ISD, DTAX Kennard, DTAX Kennard ISD, DTAX Kennedale, DTAX Kennedale ISD. DTAX Kerens, FEES Kerens, DTAX Kerens ISD, DTAX Kermit, DTAX Kermit ISD, DTAX Kilgore, FEES

Kingsland MUD, DTAX Kingsville, FEES Kingsville, DTAX Kingsville ISD, DTAX Kinney CAD, DTAX Kinney Co Gwtr Consv Dist (WO2), DTAX Kinney County, DTAX Kirby, FEES Kirby, DTAX Kirbyville, DTAX Kirbyville CISD, DTAX Kleberg County, FEES Klebera County, DTAX Klyde Warren Park PID, DTAX Knollwood, DTAX Knox Street PID, DTAX Kosse, DTAX Kothman Rd Dist, DTAX Kyle, FEES La Feria, FEES La Feria, DTAX La Feria ID Cameron Co # 03, DTAX La Feria ISD, DTAX La Gloria ISD, DTAX La Joya ISD, DTAX La Marque, FEES La Marque, DTAX La Marque ISD, DTAX La Pryor, DTAX La Salle County, FEES La Vernia, DTAX La Vernia ISD, DTAX La Villa, DTAX La Villa ISD. DTAX Ladonia, DTAX Laguna Madre WD, DTAX Laguna Vista, FEES Laguna Vista, DTAX Lake Highlands PID, DTAX Lake Parks PID, DTAX Lake Worth ISD, DTAX Lakeport, FEES Lakeport, DTAX

Lakeside, DTAX

Lamar CAD, DTAX

Lamar CISD, DTAX Lamar Co LID # 01, DTAX Lamar County, DTAX Lamar Terrace PID # 02, DTAX Lampasas, DTAX Lampasas CAD, DTAX Lampasas County, FEES Lampasas County, DTAX Lampasas ISD, DTAX Lancaster, FEES Lancaster, DTAX Lancaster ISD, DTAX Lancaster Mills PID. DTAX Laneville ISD, DTAX Langford Creek WCD, DTAX Laredo, FEES Lasara ISD, DTAX Latexo ISD, DTAX Lavaca - Navidad River Auth, DTAX Lavaca Co FCD, DTAX Lavaca County, DTAX Lavaca HD, DTAX League City, FEES League City, DTAX Lee County, DTAX Lee County FWD # 01, DTAX Leggett ISD, DTAX Leon Valley, FEES Leon Valley, DTAX Leonard, FEES Leonard, DTAX Leonard ISD, DTAX Levee # 01, DTAX Levee # 04, DTAX Levee # 08. DTAX Leveretts Chapel ISD, DTAX Lexington, DTAX Lexington ISD, DTAX Liberty - Danville FWSD # 02, DTAX Limestone Co ESD East # 01. DTAX Limestone Co ESD West # 02, DTAX Limestone Co HD, DTAX Limestone County, DTAX



Kilgore, DTAX

Killeen, FEES

Kilgore College, DTAX

Kilgore ISD, DTAX

Lindale, DTAX Lindale ISD, DTAX Linden - Kildare ISD, DTAX Lingleville ISD, DTAX Lipan, DTAX Lipan ISD, DTAX Little Cypress - Mauriceville CISD, DTAX Live Oak, FEES Live Oak, DTAX Live Oak CAD, DTAX Live Oak County, DTAX Live Oak UWCD, DTAX Livingston, DTAX Livingston Hosp, DTAX Livingston ISD, DTAX Llano, FEES Llano, DTAX Llano Co FM Road, DTAX Llano Co MUD # 01, DTAX Llano Co PID (Escondido), DTAX Llano Co PID (Skywater), DTAX Llano Co Rd Dist # 01, DTAX Llano County, DTAX Llano ESD # 01, DTAX Llano ESD # 02, DTAX Llano ESD # 03, DTAX Llano ESD # 04, DTAX Llano ISD, DTAX Lockhart, DTAX Lockhart ISD, DTAX Logans - Slough WD, DTAX Lometa, DTAX Lometa ISD, DTAX London ISD, DTAX Lone Oak ISD, DTAX Lone Star, DTAX Lone Star College System, DTAX Lone Star Meadows PID, DTAX Longview, FEES

Los Fresnos, DTAX Los Fresnos CISD, DTAX Los Indios, DTAX Lott, DTAX Lovejoy ISD, DTAX Lovelady, DTAX Lovelady ISD, DTAX Loving Co WID # 01, DTAX Loving County, DTAX Lower Valley Wtr Auth, DTAX Lucas, DTAX Lufkin, DTAX Lufkin ISD, DTAX Luling, DTAX Lyford, DTAX Lyford CISD, DTAX Mabank, DTAX Mabank ESD # 02, DTAX Mabank ISD, DTAX Madison County, DTAX Madisonville, DTAX Madisonville CISD, DTAX Malakoff, DTAX Malakoff ISD, DTAX Mansfield, FEES Mansfield, DTAX Marion Co HD, DTAX Marion Co WD, DTAX Marion County, DTAX Markham MUD, DTAX Marlin, DTAX Marlin ISD, DTAX Marquez, DTAX Mart, DTAX Mart ISD, DTAX Martindale, DTAX Martin's Mill ISD, DTAX Mason, DTAX Mason CAD, DTAX Mason County, DTAX Mason ISD, DTAX Matagorda Co Consv & Recl Dist, DTAX Matagorda Co Drain Dist #

01, DTAX

02, DTAX

Matagorda Co Drain Dist #

Matagorda Co Drain Dist # 03, DTAX Matagorda Co Drain Dist # 04, DTAX Matagorda Co HD, DTAX Matagorda Co Nav Dist # 01, DTAX Matagorda Co WCID # 02, DTAX Matagorda Co WCID # 05, DTAX Matagorda Co WCID # 06, DTAX Matagorda County, FEES Matagorda County, DTAX Mathis, FEES Mathis, DTAX Mathis ISD, DTAX Maverick Co HD, DTAX Maverick County, FEES Maverick County, DTAX Maypearl ESD # 01, DTAX McAllen, DTAX McAllen Downtown Imprvmt Tax, DTAX McKinney, FEES McLendon-Chisholm, DTAX McLennan Co WCD # 02, DTAX McLennan Comm College, DTAX McLennan County, FEES McLennan County, DTAX McLennan Hill Tehuacana Co WCD # 01, DTAX McLeod ISD, DTAX McMullen Co GWCD, DTAX McMullen Co ISD. DTAX McMullen Co Water, DTAX McMullen County, DTAX Meadowview PID, DTAX Megargel, DTAX Memorial Point UD, DTAX Mercedes, FEES Mercedes, DTAX Mercedes ISD, DTAX Meridian, DTAX Meridian ISD, DTAX



Longview, DTAX

Longview ISD, DTAX

Lorena ISD, DTAX

Los Fresnos, FEES

Mexia, FEES Mexia, DTAX Meversville ISD, DTAX Middle Pecos GWCD, DTAX Midland College WRTTC, DTAX Midlothian, DTAX Midlothian ESD # 02, DTAX Midlothian ISD, DTAX Midlothian WCD, DTAX Midtowne PID, DTAX Midway ISD, DTAX Mildred ISD, DTAX Milford, DTAX Milford ISD, DTAX Millbrook East PID, DTAX Miller Grove ISD. DTAX Mills CAD, DTAX Mills County, DTAX Millsap, DTAX Millsap ISD, DTAX Mineral Wells, DTAX Mineral Wells ISD, DTAX Mission, FEES Mission CISD, DTAX Missouri City, FEES Missouri City, DTAX Missouri City PID # 04, DTAX Monahans, DTAX Monahans - Wickett - Pyote ISD, DTAX Montague County, DTAX Monte Alto ISD, DTAX Monterrey Park PID, DTAX Montgomery Co DD # 06, DTAX Montgomery Co DD # 10, DTAX Montgomery Co ESD # 01, DTAX Montgomery Co ESD # 02, DTAX Montgomery Co ESD # 03, DTAX Montgomery Co ESD # 04, DTAX Montgomery Co ESD # 05, DTAX

Montgomery Co ESD # 06, DTAX Montgomery Co ESD # 07. DTAX Montgomery Co ESD # 08, DTAX Montgomery Co ESD # 09, DTAX Montgomery Co ESD # 10, DTAX Montgomery Co ESD # 11, DTAX Montgomery Co ESD # 12, DTAX Montgomery Co ESD # 14, DTAX Montgomery Co HD, DTAX Montgomery Co HD EMS, **FEES** Montgomery Co MUD # 08, DTAX Montgomery Co MUD # 09, DTAX Montgomery Co MUD # 42, DTAX Montgomery Co Rd Dist #01, DTAX Montgomery Co UD # 03, DTAX Montgomery Co UD # 04, DTAX Montgomery County, DTAX Montgomery ISD, DTAX Moody, DTAX Morgan, DTAX Morgan ISD, DTAX Morgan Mill ISD, DTAX Morgans Point, DTAX Morris CAD, DTAX Morris Co HD, DTAX Morris County, DTAX Moulton, DTAX Moulton Comm Med Clinic, DTAX Moulton ISD, DTAX Mount Enterprise, DTAX Mount Vernon, DTAX Mt Enterprise ISD, DTAX

Mt Vernon ISD, DTAX Mullin, DTAX Mullin ISD, DTAX Mumford ISD, DTAX Mustang Ridge, DTAX Naples, DTAX Nassau Bay, FEES Nassau Bay, DTAX Navarro Co ESD # 01, DTAX Navarro College, DTAX Navarro County, FEES Navarro County, DTAX Nederland, DTAX Nederland ISD, DTAX New Caney ISD, DTAX New Caney MUD, DTAX New Diana ISD, DTAX New London, DTAX New Summerfield ISD, DTAX Newark, DTAX Niederwald, DTAX Nixon, DTAX Nixon - Smiley CISD, DTAX Nixon HD, DTAX Nixon ISD, DTAX Nordheim, DTAX Nordheim ISD, DTAX Normangee, DTAX Normangee ISD, DTAX North Austin MUD # 01, DTAX North Bee Co ESD # 02, DTAX North Blanco Co ESD # 01, DTAX North East ISD, DTAX North Hopkins ISD, DTAX North Lamar ISD, DTAX North Richland Hills, FEES North Richland Hills, DTAX North Zulch ISD, DTAX Northeast TX Comm Coll Dist, DTAX Northside ISD, DTAX Northwest Forest MUD, DTAX Northwest ISD, DTAX Novice, DTAX



Novice ISD, DTAX Nueces Co Drain Dist # 02, DTAX Nueces Co Drain Dist #03, DTAX Nueces Co ESD # 01, DTAX Nueces Co ESD # 02, DTAX Nueces Co ESD # 03, DTAX Nueces Co ESD # 04, DTAX Nueces Co ESD # 05, DTAX Nueces Co ESD # 06, DTAX Nueces Co FPD # 01, DTAX Nueces Co FPD # 04, DTAX Nueces Co HD. DTAX Nueces Co WCID # 04, DTAX Nueces Co WICD # 05, DTAX Nueces County, FEES Nueces County, DTAX Nursery ISD, DTAX Oak Hill FWSD # 01, DTAX Oak Hills Dev Rd Dist, DTAX Oak Hollow / Sheffield Village PID, DTAX Oak Lawn / Hi Line PID, DTAX Oak Leaf, DTAX Oak Ridge, DTAX Oak Ridge MUD, DTAX Oak Ridge North, DTAX Odem, DTAX Odem - Edroy ISD, DTAX Odessa, DTAX Odessa Jr Coll Dist, DTAX Olmito ID # 20, DTAX Omaha, DTAX Onalaska, DTAX Onalaska ISD, DTAX Orange, DTAX Orange Co Drainage Dist, DTAX Orange Co ESD # 01, DTAX Orange Co ESD # 02, DTAX Orange Co ESD # 03, DTAX Orange Co ESD # 04, DTAX Orange Co Nav & Port Dist, DTAX Orange Co WCID # 01, DTAX

Orange County, DTAX Orange Grove, DTAX Orange Grove ISD, DTAX Orangefield ISD, DTAX Orchard, DTAX Ore City, DTAX Ore City ISD, DTAX Overton, DTAX Overton ISD, DTAX Ovilla, DTAX Palacios, DTAX Palacios ISD, DTAX Palacios ISD Spec Inv, DTAX Palacios Seawall Com. DTAX Palm Valley, DTAX Palmer, FEES Palmer, DTAX Palmer ESD # 09, DTAX Palmer ISD, DTAX Palmview, DTAX Panther Creek CISD, DTAX Paradise, DTAX Paradise ISD, DTAX Paris ISD, DTAX Paris Jr College, DTAX Park at White Oak PID, DTAX Park Central MUD, DTAX Parker CAD, DTAX Parker Co ESD # 01, DTAX Parker Co ESD # 03, DTAX Parker Co ESD # 06, DTAX Parker Co ESD # 07, DTAX Parker Co ESD # 08, DTAX Parker Co ESD # 09, DTAX Parker Co HD, DTAX Parker County, DTAX Parkland Hospital District. DTAX Parkview PID, DTAX Pasadena, FEES Pasadena, DTAX Paseo De La Resaca L & M. DTAX Paseo De La Resaca MUD# 01, DTAX Paseo De La Resaca MUD #

02, DTAX

Paseo De La Resaca MUD # 03, DTAX Paseo del Este MUD # 01, DTAX Paseo del Este MUD # 02, DTAX Paseo del Este MUD # 03, DTAX Paseo del Este MUD # 05, DTAX Paseo del Este MUD # 06, DTAX Paseo del Este MUD # 07, DTAX Paseo del Este MUD # 08, DTAX Paseo del Este MUD # 09. DTAX Paseo del Este MUD # 10, DTAX Paseo del Este MUD # 11, DTAX Patton Village, DTAX Pawnee ESD # 03, DTAX Pawnee ISD, DTAX Pearland, FEES Pearland, DTAX Pearsall, DTAX Pearsall ISD, DTAX Peaster ISD, DTAX Pecan Gap, DTAX Pecan Hill, DTAX Pecan Valley WD, DTAX Pecos, DTAX Pecos - Barstow - Toyah ISD, DTAX Pecos County, FEES Pecos County, DTAX Peninsula PID, DTAX Penitas, FEES Perrin - Whitt CISD, DTAX Petrolia, DTAX Petrolia CISD, DTAX Petrolia ISD, DTAX Pettus ISD, DTAX Pettus MUD, DTAX Pewitt CISD, DTAX Pharr, DTAX



Orange Co WCID # 03, DTAX

Pharr - San Juan - Alamo ISD, DTAX Pine Creek WD, DTAX Pine Forest, DTAX Pinehurst, DTAX Pineland, DTAX Piney Point Village, FEES Piney Point Village, DTAX Pittsburg, DTAX Pittsburg ISD, DTAX Plainview, FEES Pleasanton, DTAX Pleasanton ISD, DTAX Plum Creek Cons Dist. DTAX Plum Creek UGWD, DTAX Point, DTAX Polk County, DTAX Polk County FWD # 02, DTAX Poolville ISD, DTAX Port Aransas, DTAX Port Aransas ISD, DTAX Port Arthur, FEES Port Arthur, DTAX Port Arthur ISD, DTAX Port Isabel, FEES Port Mansfield UD. DTAX Port Neches, FEES Port Neches, DTAX Port Neches - Groves ISD. DTAX Port of Bay City Auth, DTAX Port of Beaumont Authority, DTAX Port of Corpus Christi, DTAX Port of Harlingen, DTAX Port of Houston Authority. DTAX Port of Port Arthur Authority, DTAX Porter MUD, DTAX Portland, DTAX Poteet, DTAX Poth, DTAX Poth ISD, DTAX Pottsboro, DTAX Prairie Lea ISD, DTAX

Prairiland CISD, DTAX Premont, FEES Premont, DTAX Premont ISD, DTAX Presidents Park Rd Dist. DTAX Prestonwood STD PID, DTAX Priddy ISD, DTAX Primera, DTAX Progreso, DTAX Progreso ISD, DTAX Prosper, DTAX Quail Creek MUD, DTAX Queen City, DTAX Queen City ISD, DTAX Quinlan, DTAX Quinlan ISD, DTAX Rains Co ESD. DTAX Rains County, DTAX Rains County AD, DTAX Rains County FD, DTAX Rains ISD, DTAX Ramirez Common Sch Dist, DTAX Rayburn Country MUD, DTAX Rayford Rd MUD, DTAX Raymondville, DTAX Raymondville ISD, DTAX Reagan Co ISD, DTAX Reagan Co Rd Dist, DTAX Reagan Co WSD, DTAX Reagan County, DTAX Reagan HD, DTAX Real County, FEES Red Oak, FEES Red Oak, DTAX Red Oak ESD # 04. DTAX Red Oak ISD. DTAX Red River CAD, DTAX Red River Co WD, DTAX Red River County, DTAX Red Sands Groundwater Cons Dist, DTAX Reeves CAD, DTAX Reeves CED, DTAX Reeves Co HD, DTAX Reeves Co WCID # 02, DTAX Reeves County, FEES

Refugio, DTAX Refugio Co Drain Dist # 01, DTAX Refugio Co Memorial HD, DTAX Refugio Co WCID # 02, DTAX Refugio County, DTAX Refugio Groundwater District, DTAX Refugio ISD, DTAX Reno. DTAX Rhome, DTAX Ricardo ISD, DTAX Rice, FEES Rice, DTAX Rice ISD, DTAX Richards ISD, DTAX Richardson, DTAX Richland, DTAX Richland Hills, DTAX Richland Springs, DTAX Richland Springs ISD, DTAX Richmond, DTAX Riesel, DTAX Riesel ISD, DTAX Rio Grande City, DTAX Rio Grande City CISD, DTAX Rio Hondo, DTAX Rio Hondo ISD, DTAX Rivercrest ISD, DTAX Riviera ISD, DTAX Roanoke, FEES Robertson Co ESD, DTAX Robertson County, DTAX Robinson, FEES Robinson, DTAX Robinson ISD, DTAX Robstown, FEES Robstown, DTAX Robstown ISD, DTAX Rockport, DTAX Rockwall, FEES Rockwall, DTAX Rockwall CAD, DTAX

Reeves County, DTAX

Refugio, FEES



Prairie View, DTAX

Rockwall Co MUD # 01, DTAX Rockwall Co MUD # 06, DTAX Rockwall Co MUD # 08, DTAX Rockwall Co MUD # 09, DTAX Rockwall County, FEES Rockwall County, DTAX Rockwall ISD, DTAX Rocky Mound, DTAX Rolling Meadows PID, DTAX Roma, DTAX Roma ISD, DTAX Rose City, DTAX Rosebud, DTAX Rosebud - Lott ISD, DTAX Round Rock, DTAX Round Rock ISD, DTAX Rowlett, DTAX Roxton, DTAX Roxton ISD, DTAX Royse City, DTAX Royse City ISD, DTAX Runaway Bay, DTAX Rusk, DTAX Rusk Co ESD # 01, DTAX Rusk Co Grdwtr Consv Dist, DTAX Rusk Co School, DTAX Rusk County, DTAX Rusk ISD, DTAX Sabine Co HD, DTAX Sabine County, DTAX Sabine ISD, DTAX Sabine Pass ISD, DTAX Sabine Pass Port Authority, DTAX Sachse, DTAX Saltillo ISD. DTAX Sam Rayburn ISD, DTAX San Antonio, DTAX San Antonio ISD. DTAX San Antonio MUD 01, DTAX San Antonio River Authority, DTAX San Augustine, DTAX

San Augustine City - Co HD, DTAX San Augustine County, DTAX San Augustine ISD, DTAX San Benito, FEES San Benito, DTAX San Benito CISD, DTAX San Diego, DTAX San Diego ISD, DTAX San Elizario ISD, DTAX San Felipe Del Rio CISD, DTAX San Isidro ISD, DTAX San Juan, FEES San Juan, DTAX San Leon MUD, DTAX San Marcos CISD, DTAX San Patricio Co Drain Dist, DTAX San Patricio Co Nav. DTAX San Patricio County, FEES San Patricio County, DTAX San Perlita, DTAX San Perlita ISD, DTAX San Saba, DTAX San Saba County, DTAX San Saba County CAD, DTAX San Saba ISD, DTAX Sanctuary, DTAX Sansom Park, DTAX Santa Anna, DTAX Santa Anna ISD, DTAX Santa Cruz ID # 15, DTAX Santa Fe, FEES Santa Fe, DTAX Santa Gertrudis ISD. DTAX Santa Maria ISD. DTAX Santa Rita UWCD, DTAX Santa Rosa, DTAX Santa Rosa ISD, DTAX Savoy, DTAX Savoy ISD, DTAX Schertz, FEES Scurry - Rosser ESD # 05, DTAX Scurry - Rosser ISD, DTAX Seabrook, DTAX

Seagoville, DTAX Seis Lagos UD, DTAX Sharpstown ID, DTAX Sharyland ISD, DTAX Shavano Park, FEES Shavano Park, DTAX Shelby County, DTAX Shelbyville ISD, DTAX Shenandoah, DTAX Sherman, DTAX Sherman ISD, DTAX Shiner, DTAX Shiner ISD, DTAX Sierra Blanca ISD, DTAX Siesta Shores WCID, DTAX Silverado Springs PID, DTAX Simonton, DTAX Sinton, DTAX Sinton ISD, DTAX Skidmore - Tynan ISD, DTAX Slidell ISD, DTAX Slocum ISD, DTAX Smiley, DTAX Smith Co ESD # 01, DTAX Smith Co ESD # 02, DTAX Smith County, DTAX Socorro, DTAX Socorro ISD, DTAX Somerset, DTAX Somerset ISD, DTAX South Bee Co ESD # 04, DTAX South Houston, FEES South Houston, DTAX South Montgomery Co Rd Dist # 01, DTAX South Padre Island, DTAX South San Antonio ISD. DTAX South Shore Harbour MUD # 03. DTAX South Texas College, DTAX South Texas ISD, DTAX South Texas Wtr Authority, DTAX Southern Montgomery Co MUD, DTAX Southlake, FEES



Southmayd, DTAX Southside ISD, DTAX Southside Premium PID. DTAX Southside Standard PID, DTAX Southwest TX Jr Coll Dist, DTAX Southwest Village PID, DTAX Splendora, DTAX Spofford, DTAX Spring Creek UD, DTAX Spring Hill ISD, DTAX Spring Valley Village, FEES Springtown, DTAX Springtown ISD, DTAX Spurger ESD # 02. DTAX Spurger ISD, DTAX St Hedwig, DTAX Stafford, FEES Stafford, DTAX Stafford Municipal SD, DTAX Star Harbor, DTAX Star ISD, DTAX Starr Co DD, DTAX Starr Co Memorial HD. DTAX Starr County, DTAX Stephenville, DTAX Stephenville ISD, DTAX Sterling City, DTAX Sterling City ISD, DTAX Sterling Co UWCD, DTAX Sterling County, DTAX Sterling Place PID, DTAX Stockdale, DTAX Stockdale ISD, DTAX Sugar Land, DTAX Sullivan, DTAX Sulphur Bluff ISD, DTAX Sulphur Springs, DTAX Sulphur Springs ISD, DTAX Sunnyvale, DTAX Sunnyvale ISD, DTAX Sunrise Beach Village, DTAX Sweet Home ISD, DTAX Taft, FEES Taft. DTAX

Taft ISD, DTAX Talco, DTAX Talty, FEES Tara Glen MUD, DTAX Tarkington ISD, DTAX Tarrant Co Coll Dist, DTAX Tarrant Co ESD # 01, DTAX Tarrant Co FWSD # 01, DTAX Tarrant Co HD, DTAX Tarrant Co R O W Dist, DTAX Tarrant Co RFD, DTAX Tarrant County, FEES Tarrant County, DTAX **Tarrant Regional Water** District, DTAX Tatum ISD, DTAX Teas Lake PID. DTAX Tehuacana, DTAX Tenaha, DTAX Tenaha ISD, DTAX Terrell, FEES Terrell, DTAX Terrell CAD, DTAX Terrell Co ISD, DTAX Terrell County, DTAX Terrell ESD # 03. DTAX Terrell Groundwater Consv Dist. DTAX Terrell Hills, DTAX Terrell ISD, DTAX **Texana Grdwtr Conservation** District, DTAX Texas City, FEES Texas City, DTAX Texas City ISD, DTAX Texas Comm Environmental Quality. STATE FEES Texas Comptroller - TXMAS. **VENDOR** Texas Dept of Aging and Disability Services, STATE **FEES** Texas Southmost College, DTAX The Woodlands, DTAX Thornton, DTAX

Three Rivers, DTAX

Thunder Canyon PID, DTAX Tiki Island, DTAX Timpson, DTAX Timpson ISD, DTAX Tioga, DTAX Tivoli, DTAX Tolar, DTAX Tolar ISD, DTAX Tom Bean, DTAX Tom Green County, FEES Tornillo ISD, DTAX Toyah, DTAX Travis County, FEES Trenton, DTAX Trenton ISD, DTAX Tribute at Mills Branch PID. DTAX Trinity Bay Cons Dist, DTAX Trinity Valley Comm Coll Dist, DTAX Trophy Club, FEES Troup, DTAX Troup ISD, DTAX Tuloso - Midway ISD, DTAX Tyler, DTAX Tyler Co Dam-B ESD # 05, DTAX Tyler Co ESD # 01, DTAX Tyler Co ESD # 02, DTAX Tyler Co ESD # 03, DTAX Tyler Co ESD # 04, DTAX Tyler Co ESD # 05, DTAX Tyler Co ESD # 06, DTAX Tyler Co ESD # 07, DTAX Tyler Co ESD # 08, DTAX Tyler Co Hosp Dist, DTAX Tyler County, DTAX Tyler Junior College, DTAX Uhland, DTAX Union Grove ISD, DTAX Union Hill ISD, DTAX United ID, DTAX Universal City, DTAX University Crossing PID, DTAX University Health System,

Three Rivers ISD, DTAX



FEES

Taft HD, DTAX

University Health System, DTAX University Medical Center, DTAX Upper Sabine Waste Disp Dist, DTAX Upshur Co ESD # 01, DTAX Upshur County, FEES Upshur County, DTAX Uvalde, FEES Val Verde Co Hosp Dist, DTAX Val Verde County, FEES Val Verde County, DTAX Valley View ISD, DTAX Van, DTAX Van Alstvne, DTAX Van Alstyne ISD, DTAX Van Horn, DTAX Van ISD, DTAX Van Vleck ISD, DTAX Van Zandt CAD, DTAX Van Zandt Co ESD, DTAX Van Zandt Co ESD # 01, DTAX Van Zandt Co ESD # 02. DTAX Van Zandt Co ESD # 03, DTAX Van Zandt Co RFD # 01, DTAX Van Zandt County, DTAX Verandah MUD, DTAX Vickery Meadow Prem PID, DTAX Vickery Meadow STD ID, DTAX Victoria, DTAX Victoria Co DD # 02, DTAX Victoria Co DD # 03, DTAX Victoria Co DD # 04, DTAX Victoria Co Groundwater Dist, DTAX Victoria Co NVD, DTAX Victoria Co WCID # 01, DTAX Victoria Co WCID # 02, DTAX Victoria County, FEES

Victoria ISD, DTAX Victoria Jr College Dist, DTAX Vidor, DTAX Vidor ISD, DTAX Vinton, DTAX Viridian Municipal Mgmt District, DTAX Von Ormy, DTAX Vysehrad ISD, DTAX Waelder, DTAX Waelder ISD, DTAX Walingford Village PID, DTAX Waller Co Road ID # 01, DTAX Walnut Springs, DTAX Walnut Springs ISD, DTAX Ward CED # 26, DTAX Ward Co WID # 02, DTAX Ward County, DTAX Warren ESD # 04, DTAX Warren ISD, DTAX Washington County, FEES Washington County, DTAX Watauga, DTAX Waterford Oaks PID, DTAX Waxahachie, FEES Waxahachie, DTAX Waxahachie ESD # 06, DTAX Waxahachie ISD, DTAX Waxahachie PID, DTAX Waxahachie Water Dist, DTAX Weatherford, DTAX Weatherford ISD, DTAX Weatherford Jr Coll District, DTAX Webb CISD, DTAX Webb County, FEES Webster, FEES Webster, DTAX Wells, DTAX Wells ISD, DTAX Weslaco, FEES Weslaco, DTAX Weslaco ISD, DTAX West, FEES

West, DTAX

West ISD, DTAX

West Orange, DTAX West Orange - Cove CISD, DTAX West Oso ISD, DTAX West Rusk Co CISD, DTAX West University Place, DTAX Westbrook ISD, DTAX Westchester PID, DTAX Westhoff ISD, DTAX Westlake, DTAX Westphalia ISD, DTAX Westside 211 SID, DTAX Westway WCID, DTAX Wharton, FEES Wharton Co Jr Coll Dist, DTAX White Oak, FEES White Oak, DTAX White Settlement, DTAX White Settlement ISD, DTAX Whitehouse, DTAX Whitehouse ISD, DTAX Whitesboro, DTAX Whitetail Ridge ESD # 03, DTAX Wickett, DTAX Willacy Co Drain Dist # 01, DTAX Willacy Co Drain Dist # 02, DTAX Willacy Co ESD, DTAX Willacy Co HD, DTAX Willacy Co Nav Dist, DTAX Willacy County, DTAX Williamsburg PID # 01, DTAX Williamson County, FEES Willowpark, DTAX Wills Point, FEES Wills Point, DTAX Wills Point ISD, DTAX Wilmer, DTAX Wilmer - Hutchins ISD, DTAX Wilson CAD, DTAX Wilson Co ESD # 01, DTAX Wilson Co ESD # 02, DTAX Wilson Co ESD # 03, DTAX Wilson Co HD, DTAX



Victoria County, DTAX

Wilson Co Rd Dist # 03, DTAX Wilson Co Rd Dist # 08. DTAX Wilson County, DTAX Wilson Park Rd, DTAX Windcrest, FEES Windcrest, DTAX Windom, DTAX Wink, DTAX Winkler County, DTAX Winnsboro, DTAX Winnsboro ISD, DTAX Winona, DTAX Winona ISD, DTAX Wintergarden GWCD, DTAX Wise CAD, DTAX Wise Co ESD # 01, DTAX Wise Co Maintenance, DTAX Wise Co WD # 01, DTAX Wise Co Wtr Supply Dist. DTAX Wise County, FEES Wise County, DTAX Wolfe City ISD, DTAX Wood Co Central Hosp Dist, DTAX Wood Co ESD # 01, DTAX Wood County, FEES Wood County, DTAX Wood Haven Forest PID, DTAX Woodbranch Village, DTAX Woodsboro, DTAX Woodsboro ISD, DTAX Woodvalley Acres Rd Dist, DTAX Woodville, DTAX

Woodville ISD, DTAX Woodway, DTAX Wylie, FEES Wylie, DTAX Yantis, DTAX Yoakum, DTAX Yoakum HD, DTAX Yoakum ISD, DTAX Yorktown, DTAX Yorktown ISD, DTAX Ysleta ISD, DTAX Zapata Co ISD, DTAX Zapata County, FEES Zapata County, DTAX Zavala CAD, DTAX Zavala County, FEES Zavala County, DTAX Zavalla, DTAX





Tab 7: Lead Negotiator

Lead Negotiator:

Steve Bird

Address:

2700 Via Fortuna, Suite 400, Austin, TX 78746

Telephone:

512.634.3833







Tab 8: Cost Schedule/ **Submission**

Linebarger Goggan Blair & Sampson, LLP (Linebarger Goggan) proposes to provide the services outlined herein for a contingent fee equal to 33% of all monies actually collected on all referred accounts. This payment will cover all costs for this proposal and would be due and payable on a monthly basis.

This same fee will cover the existing backlog of receivables included in our initial placement(s) at the beginning of the contract and this fee also extends to our litigation and bankruptcy services, which are detailed below.

Legal Services

Our contingency fee rate for litigation and/or bankruptcy services will be equal to 33% of all monies actually collected on all referred accounts. In addition, the City will be expected to reimburse Linebarger Goggan for any pre-approved, nonexempt court costs, including filing fees, service of process fees, abstract or title research fees. If those court costs are subsequently recovered from the defendant, the same will immediately be forwarded to the City.





Tab 9: Section 0605 Local Business Presence Identification Form



Tab 9: Local Business Form

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Tab 9: Local Business Form

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY OFFEROR:

Name of Local Firm	Linebarger Goggan Blair & Sampson, LLP						
Physical Address	2700 Via Fortuna, Suite 400, Austin, TX 78748						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No			
In business at this location for past 5 yrs?	Yes			No			
Location Type:	Headquarters	Yes	No		Branch	Yes	No
SUBCONTRACTOR(S):					N		
Name of Local Firm							
Physical Address							
Is Firm located in the Corporate City Limits? (circle one)	Yes			No			
In business at this location for past 5 yrs?	Yes			No			
Location Type:	Headquarters	Yes	No		Branch	Yes	No
SUBCONTRACTOR(S):							
Name of Local Firm							
Physical Address							
Is Firm located in the Corporate City Limits? (circle one)	Yes			No			
In business at this location for past 5 yrs?	Yes			No			
Location Type:	Headquarters	Yes	No		Branch	Yes	No

Solicitation No. RFP CDL2001

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Exhibit A: Insurance

Linebarger Goggan maintains an insurance policy in place to cover professional liability in amounts of \$3 million, general liability in amounts of \$1 million, and employee negligence in amounts of \$2 million. Our automotive and worker's compensation insurance is set at \$1 million each. If necessary, we will increase any coverage that we currently possess to meet the City of Austin's (City) requirements.

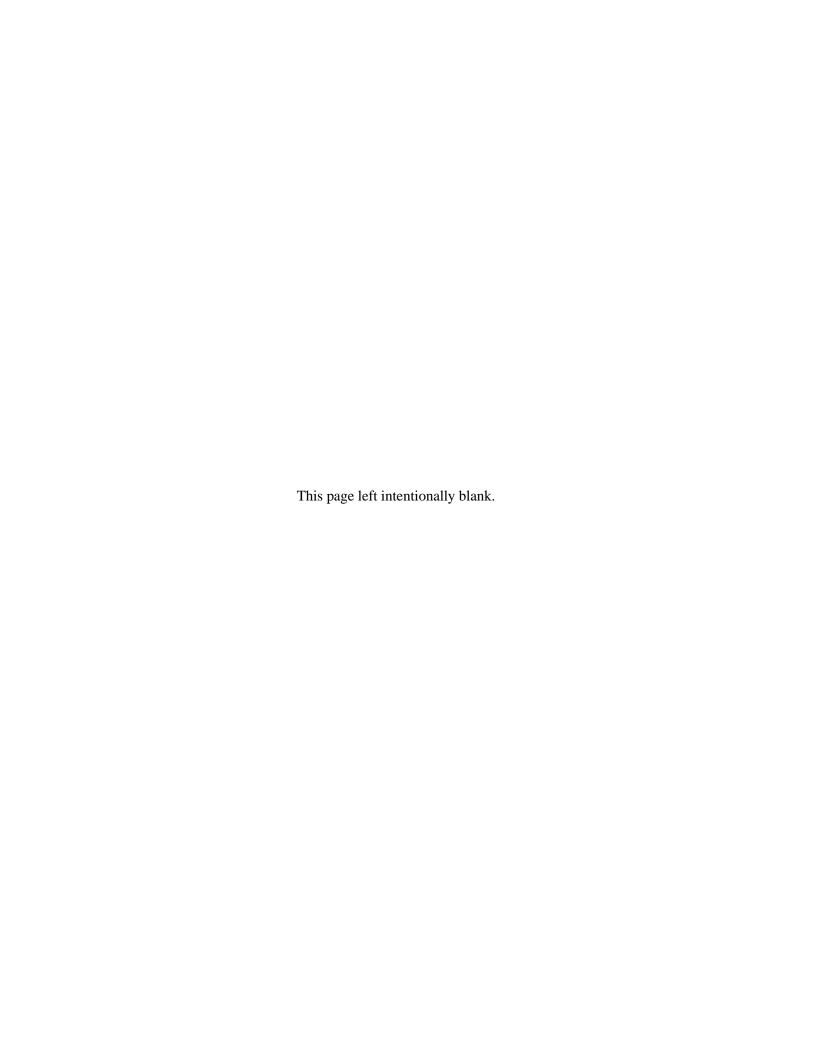
Acord Certificates for our current insurance policies follow this page.

We will add the City as an additional insured to our property and casualty insurance policies. Any subcontractors approved by the City for this project shall adhere to all insurance, bonds, and Hold Harmless requirements established by the City.

Insurance shall be maintained for the duration of the contract. No policies will be cancelled without prior written notice to the City of at least 30 days.



Exhibit B: Bond Letter





BONDS AND INSURANCE SERVICES, LLC

June 20, 2014

To:

To Whom It May Concern

From: Steve Smith - MS&B Bonds and Insurance Services, LLC.

Re:

Linebarger Goggan Blair & Sampson, LLP

To Whom It May Concern:

I have had the privilege of providing surety credit to Linebarger Goggan Blair & Sampson, LLP for many years. This client has steadfastly satisfied the many underwriting criteria for surety credit including:

Financial Statement Strength and Quality Company Organization and Management Track Record Continuity of the Firm Bank Relationship Prosecution of Contracts

Our agency, along with their surety carrier, Liberty Mutual Insurance Company, has issued surety bonds for this client in the past and they have performed successfully on each project. We would gladly write single bonds in excess of the \$1,000,000 range, and much higher if requested. Of course, the extension of surety credit is subject to underwriting review by the surety carrier at the time of request for final bond

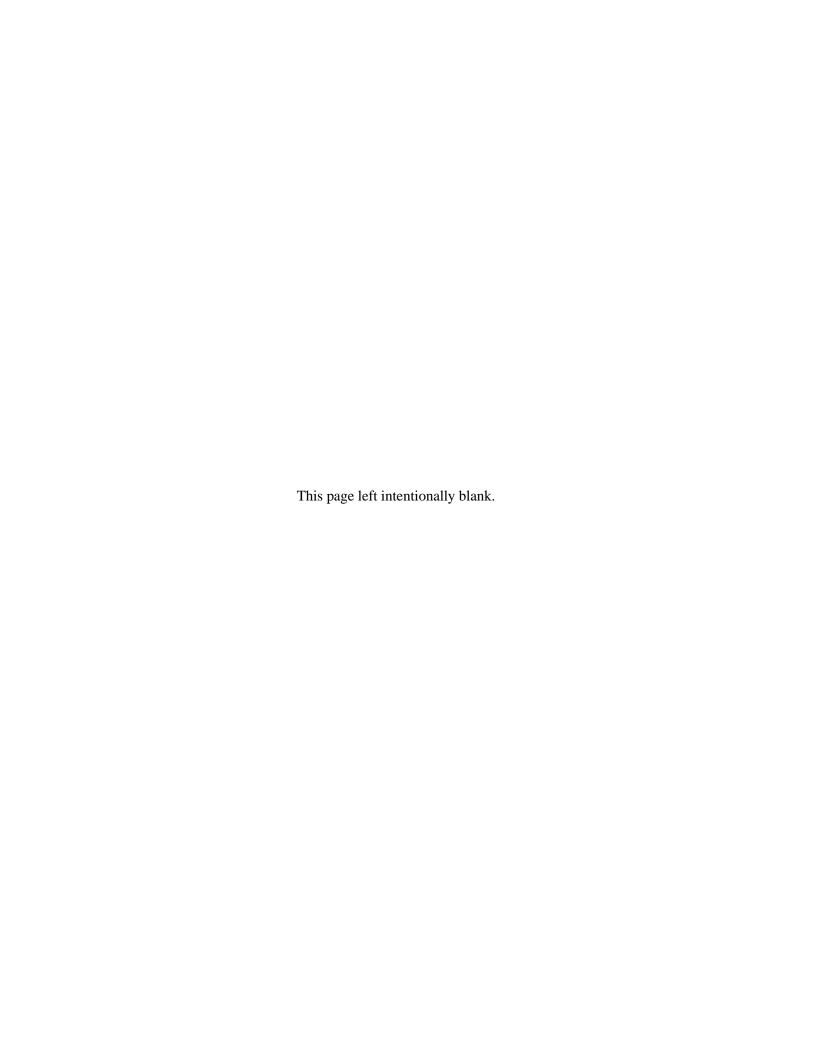
I have an excellent relationship with Linebarger Goggan Blair & Sampson, LLP and if you would like any further information or have any further questions, please do not hesitate to contact me.

Respectfully,

Steve Smith



Exhibit C: Sample Letters



Notice of Debt – Letter 1 (use FDCPA backer) MAY 2013 LSC - formatted 05-MAR-2014

Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW 2700 Via Fortuna, Suite 400 Austin, TX 78746 512.447.6675 512.447.3923 Fax Jeff Garcia, Partner Licensed by Texas Bar

MONTH/DAY/YEAR

87654321

JOHN DOE 123 HOME STREET CITY, STATE AND ZIP Debtor: JOHN DOE
Patient: PATIENT NAME
Account #: XXXXXXX
Amount Due to CLIENT NAM

Amount Due to CLIENT NAME: \$1,000.00 as of MONTH/DAY/YEAR

NOTICE OF DEBT

Dear JOHN DOE:

This firm is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose. According to CLIENT NAME, you have an outstanding debt, in the amount shown above, for debt type. This is NOT a threat to file a law suit. At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.

Unless, within thirty days after receipt of this notice, you dispute the validity of the debt or any portion thereof, we will assume the debt to be valid. If, within thirty days after your receipt of this notice, you notify us, in writing, that the debt or any portion thereof is disputed, we will obtain a verification of the debt or a copy of a judgment, if any, and mail it to you. If the original creditor is different from the creditor named above, then upon your written request within thirty days after the receipt of this notice, we will provide you with the name and address of the original creditor.

Payment can be made, using the coupon below, by sending a cashier's check, money order or personal check made payable to CLIENT NAME. Personal checks cannot be accepted. To pay by credit card, please call 1TOLL FREE NUMBER or log on to www.lgbswebpayments.com and use Client Code CODE and Online Payment Number 87654321.

If you have any questions, contact NAME at (888)PHONE NUMBER with extension.

Sincerely,

Florida letters need signature

Linebarger Goggan Blair & Sampson, LLP

NOTICE: SEE REVERSE SIDE FOR ADDITIONAL INFORMATION.

PLEASE COMPLETE AND DETACH THE REPLY FORM BELOW AND RETURN IN THE ENVELOPE PROVIDED

Linebarger Goggan Blair & Sampson, LLP 2700 Via Fortuna, Suite 400 Austin, TX 78746 2D BAR CODE

3X9 BAR CODE - if remit is PO 702118

Debtor: JOHN DOE
Patient: PATIENT NAME
Account #: XXXXXX

Amount Due: \$1,000.00 as of MONTH/DAY/YEAR

USPS CODE USPS CHECK DIGIT JOHN DOE 123 HOME STREET CITY, STATE AND ZIP

Notice of Debt – Letter 1 (use FDCPA backer) MAY 2013 LSC - formatted 05-MAR-2014

Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW 2700 Via Fortuna, Suite 400 Austin, TX 78746 512.447.6675 512.447.3923 Fax Jeff Garcia, Partner Licensed by Texas Bar

MONTH/DAY/YEAR

87654321

JOHN DOE 123 HOME STREET CITY, STATE AND ZIP Deudor: JOHN DOE
Paciente: PATIENT NAME
Cuenta #: XXXXXXX
Cantidad Pagadera al CLIENT NAME:
\$1,000.00 al MONTH/DAY/YEAR

NOTIFICACION DE DEUDA

Estimado JOHN DOE:

Esta firma es una recaudadora de deudas. Esto es un intento de cobrar una deuda y cualquier información que se obtenga se utilizará para ese propósito. De acuerdo con CLIENT NAME, usted tiene una deuda pendiente, por la cantidad indicada arriba, por concepto de debt type. Esto NO es una amenaza de que se presentará una demanda judicial. Por ahora, ningún abogado de esta firma ha examinado personalmente las circunstancias particulares de su cuenta.

A menos que usted, dentro de treinta días a partir de que reciba este aviso, dispute la validez de la deuda o cualquier parte de ella, supondremos que la deuda es válida. Si, dentro de treinta días después de que usted reciba este aviso, usted nos avisa por escrito que la deuda o cualquier parte de ella está en disputa, obtendremos una verificación de la deuda o una copia de un fallo judicial, si alguno, y se la enviaremos por correo. Si el acreedor original no es el acreedor indicado arriba, entonces al recibir su solicitud por escrito dentro de treinta días a partir de que reciba este aviso, le proveeremos el nombre y dirección del acreedor original.

Puede efectuar su pago, usando el cupón abajo, para enviar un cheque degerente, giro postal o cheque personal a nombre de CLIENT NAME. No se aceptarán cheques personales. Para pagar con tarjeta de crédito, por favor llame al 1TOLL FREE NUMBER o entre a www.lgbswebpayments.com y use el Client Code CODE y Online Payment Number 87654321.

Si tiene alguna pregunta, contacte NAME al (888) PHONE NUMBER with extension.

Atentamente,

Florida letters need signature

Linebarger Goggan Blair & Sampson, LLP

AVISO: VEA EN EL REVERSO PARA INFORMACIÓN ADICIONAL

COMPLETE Y DESGLOSE EL SIGUIENTE FORMULARIO DE RESPUESTA Y ENVÍELO EN EL SOBRE ADJUNTO

Linebarger Goggan Blair & Sampson, LLP 2700 Via Fortuna, Suite 400 Austin, TX 78746

2D BAR CODE

3x9 BAR CODE - if remit is PO Box 702118

Deudor: JOHN DOE
Paciente: PATIENT NAME
Cuenta # XXXXXX

Importe a pagar: \$1,000.00 al MONTH/DAY/YEAR

USPS CODE USPS CHECK DIGIT JOHN DOE 123 HOME STREET CITY, STATE AND ZIP

Notice of Debt – Letter 2 (use FDCPA backer) MAY 2013 LSC - formatted 05-MAR-2014

Linebarger Goggan Blair & Sampson, LI.P

ATTORNEYS AT LAW 2700 Via Fortuna, Suite 400 Austin, TX 78746 512.447.6675 512.447.3923 Fax Jeff Garcia, Partner Licensed by Texas Bar

MONTH/DAY/YEAR

87654321

JOHN DOE 123 HOME STREET CITY, STATE AND ZIP Debtor: JOHN DOE
Patient: PATIENT NAME
Account #: XXXXXXX
Amount Due to CLIENT NAME:
\$1,000.00 as of MONTH/DAY/YEAR

SECOND NOTICE

Dear JOHN DOE:

This firm is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose. This is NOT a threat to file a law suit. At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.

Our law firm previously sent to you a letter regarding your debt with CLIENT NAME. You have failed to respond to our correspondence and we are assuming that this debt is valid.

CLIENT NAME is entitled to payment in full. Payment can be made, using the coupon below, by sending a cashier's check, money order or personal check made payable to CLIENT NAME. Personal checks cannot be accepted. To pay by credit card, please call 1TOLL FREE NUMBER or log on to www.lgbswebpayments.com and use Client Code CODE and Online Payment Number 87654321.

If you have any questions, contact NAME at (888)PHONE NUMBER with extension.

Florida letters need signature Sincerely,

Linebarger Goggan Blair & Sampson, LLP

NOTICE: SEE REVERSE SIDE FOR ADDITIONAL INFORMATION.

PLEASE COMPLETE AND DETACH THE REPLY FORM BELOW AND RETURN IN THE ENVELOPE PROVIDED

Linebarger Goggan Blair & Sampson, LLP 2700 Via Fortuna, Suite 400 Austin, TX 78746 2D BAR CODE

3X9 BAR CODE – if remit is PO 702118

Debtor: JOHN DOE
Patient: PATIENT NAME
Account #: XXXXXX

Amount Due: \$1,000.00 as of MONTH/DAY/YEAR

USPS CODE USPS CHECK DIGIT JOHN DOE 123 HOME STREET CITY, STATE AND ZIP

Notice of Debt — Letter 2 (use FDCPA backer) MAY 2013 LSC - formatted 05-MAR-2014

Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW 2700 Via Fortuna, Suite 400 Austin, TX 78746 512.447.6675 512.447.3923 Fax Jeff Garcia, Partner Licensed by Texas Bar

MONTH/DAY/YEAR

87654321

JOHN DOE 123 HOME STREET CITY, STATE AND ZIP Deudor: JOHN DOE
Paciente: PATIENT NAME
Cuenta #: XXXXXXX

Cantidad Pagadera al CLIENT NAME: \$1,000.00 al MONTH/DAY/YEAR

SEGUNDO AVISO

Estimado JOHN DOE:

Esta firma es una recaudadora de deudas. Esto es un intento de cobrar una deuda y cualquier información que se obtenga se utilizará para ese propósito. Esto NO es una amenaza de que se presentará una demanda judicial. Por ahora, ningún abogado de esta firma ha examinado personalmente las circunstancias particulares de su cuenta.

Nuestro bufete de abogados le envió anteriormente una carta respecto a su deuda con el CLIENT NAME. Usted no ha respondido a nuestra correspondencia y damos por hecho que esta deuda es válida.

CLIENT NAME tiene derecho a recibir el pago completo. Puede efectuar su pago, usando el cupón abajo, para enviar un cheque degerente, giro postal o cheque personal a nombre de CLIENT NAME. No se aceptarán cheques personales. Para pagar con tarjeta de crédito, por favor llame al 1TOLL FREE NUMBER o entre a www.lgbswebpayments.com y use el Client Code CODE y Online Payment Number 87654321.

Si tiene alguna pregunta, contacte NAME al (888) PHONE NUMBER with extension.

Florida letters need signature

Atentamente,

Linebarger Goggan Blair & Sampson, LLP

AVISO: VEA EN EL REVERSO PARA INFORMACIÓN ADICIONAL

COMPLETE Y DESGLOSE EL SIGUIENTE FORMULARIO DE RESPUESTA Y ENVÍELO EN EL SOBRE ADJUNTO

Linebarger Goggan Blair & Sampson, LLP 2700 Via Fortuna, Suite 400 Austin, TX 78746

2D BAR CODE

3X9 BAR CODE - if remit is PO Box 702118

Deudor: JOHN DOE
Paciente: PATIENT NAME
Cuenta #: XXXXXX

Importe a pagar: \$1,000.00 al MONTH/DAY/YEAR

USPS CODE USPS CHECK DIGIT JOHN DOE 123 HOME STREET CITY, STATE AND ZIP

Notice of Debt – Letter 3 (use FDCPA backer) MAY 2013 LSC - formatted 05-MAR-2014 Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW 2700 Via Fortuna, Suite 400 Austin, TX 78746 512.447.6675 512.447.3923 Fax Jeff Garcia, Partner Licensed by Texas Bar

MONTH/DAY/YEAR

87654321

JOHN DOE 123 HOME STREET CITY, STATE AND ZIP Debtor: JOHN DOE
Patient: PATIENT NAME
Account #. XXXXXXX
Amount Due to CLIENT NAME:
\$1,000.00 as of MONTH/DAY/YEAR

DEMAND FOR PAYMENT

Dear JOHN DOE:

This firm is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose. This is NOT a threat to file a law suit. At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.

You have failed to respond to our previous communications regarding the above-referenced debt that you owe to CLIENT NAME. Your attention to this matter and immediate payment is requested.

CLIENT NAME is entitled to payment in full. Payment can be made, using the coupon below, by sending a cashier's check, money order or personal check made payable to CLIENT NAME. Personal checks cannot be accepted. To pay by credit card, please call 1TOLL FREE NUMBER or log on to www.lgbswebpayments.com and use Client Code CODE and Online Payment Number 87654321.

If you have any questions, contact NAME at (888)PHONE NUMBER with extension.

Sincerely,

Linebarger Goggan Blair & Sampson, LLP

Florida letters need signature

NOTICE: SEE REVERSE SIDE FOR ADDITIONAL INFORMATION.

PLEASE COMPLETE AND DETACH THE REPLY FORM BELOW AND RETURN IN THE ENVELOPE PROVIDED

Linebarger Goggan Blair & Sampson, LLP 2700 Via Fortuna, Suite 400 Austin, TX 78746

2D BAR CODE

3x9 BAR CODE - if remit is PO 702118

Debtor: JOHN DOE
Patient: PATIENT NAME
Account #: XXXXXX

Amount Due: \$1,000.00 as of MONTH/DAY/YEAR

USPS CODE USPS CHECK DIGIT JOHN DOE 123 HOME STREET CITY, STATE AND ZIP

Notice of Debt – Letter 3 (use FDCPA backer) MAY 2013 LSC - formatted 05-MAR-2014

Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW 2700 Via Fortuna, Suite 400 Austin, TX 78746 512.447.6675 512.447.3923 Fax

Jeff Garcia, Partner Licensed by Texas Bar

MONTH/DAY/YEAR

87654321

JOHN DOE 123 HOME STREET CITY, STATE AND ZIP Deudor: JOHN DOE
Paciente: PATIENT NAME
Cuenta #: XXXXXXX
Cantidad Pagadera al CLIENT NAME:
\$1,000.00 al MONTH/DAY/YEAR

REQUERIMIENTO DE PAGO

Estimado JOHN DOE:

Esta firma es una recaudadora de deudas. Esto es un intento de cobrar una deuda y cualquier información que se obtenga se utilizará para ese propósito. Esto NO es una amenaza de que se presentará una demanda judicial. Por ahora, ningún abogado de esta firma ha examinado personalmente las circunstancias particulares de su cuenta.

Usted no ha respondido a nuestros communicados anteriores respecto a la deuda mencionada arriba que usted a la CLIENT NAME. Solicitamos su atención a este asunto y el pago inmediato.

CLIENT NAME tiene derecho a recibir el pago completo. Puede efectuar su pago, usando el cupón abajo, para enviar un cheque degerente, giro postal o cheque personal a nombre de CLIENT NAME. No se aceptarán cheques personales. Para pagar con tarjeta de crédito, por favor llame al 1TOLL FREE NUMBER o entre a www.lgbswebpayments.com y use el Client Code CODE y Online Payment Number 87654321.

Si tiene alguna pregunta, contacte NAME al (888) PHONE NUMBER with extension.

Florida letters need signature

Atentamente,

Linebarger Goggan Blair & Sampson, LLP

AVISO: VEA EN EL REVERSO PARA INFORMACIÓN ADICIONAL

COMPLETE Y DESGLOSE EL SIGUIENTE FORMULARIO DE RESPUESTA Y ENVÍELO EN EL SOBRE ADJUNTO

Linebarger Goggan Blair & Sampson, LLP 2700 Via Fortuna, Suite 400 Austin, TX 78746 2D BAR CODE

Ove DAD CODE if remit i

3x9 BAR CODE – if remit is PO Box 702118

Deudor: JOHN DOE
Paciente: PATIENT NAME
Cuenta #: XXXXXX

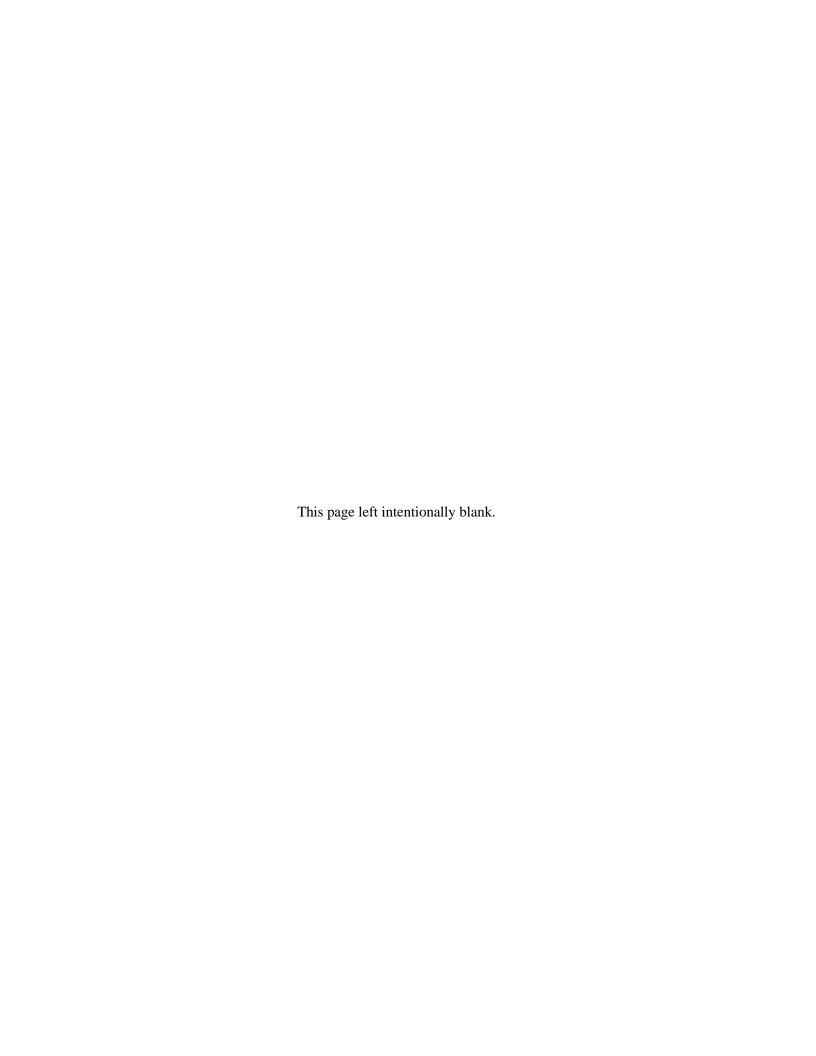
Importe a pagar: \$1,000.00 al MONTH/DAY/YEAR

USPS CODE USPS CHECK DIGIT JOHN DOE 123 HOME STREET CITY, STATE AND ZIP



Exhibit D: Sample Reports

The following reports are included as samples *only*. The form and frequency of the actual reports can be tailored to meet the City of Austin's (City) needs.



load report Nov 2013

SAMPLE CLIENT File: /cubs/load/FF_SAMPLE_CLIENT/20131130.dly

09:11:38 30 NOV 2013

Load Option LOAD

Client FCIMIA02

		Count	Amount
New Accounts Reactivated	(D15)	77	22,430.32 1,715.00
Cancelled Updated Accounts	(D25)	88 137	18,267.92 41,500.15
Errors Warnings (not lo	aded)		
Total		309	83,913.39

Warnings (loaded)

Transactions:	TC	+ Cnt	+ Amount	- Cnt	- Amount
	3	3	75.40	35	-6,595.90
	48	3	30.16	35	-2.638.35
	C	41	10.248.57	0	0.00

l_20131130_SAMPLE_20131130.dly archived to
 \\\itgsharedfiles\\FF_Archive\\SAMPLE\\LOAD_FILES\\2013\\11-NOVEMBER
Batch Number: 1634
Batchx Number:

Do not reply to this e-mail. If you have questions, concerns, etc. please send to HelpCubs@publicans.com < mailto: HelpCubs@publicans.com>.

The information contained in this e-mail is the property of LGB&S, LLP. If you have received this e-mail in error, please delete and notify ITGHELP@publicans.com <mailto:ITGHELP@publicans.com>.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

DATE: 11-15-13

CLIENT NO. Sample 01

Sample Client 300 Broadway, Suite 200 Happyville, NC 32609

We are pleased to acknowledge the accounts listed below which have been assigned to this office for collection.

	Name	ACCOUNT	NUMBER ASSIGN D	DATE AMOUNT
Nar	nes Redacted	965333333333	11-11-	-13 25.00
		965333333333	11-11-	-13 50.00
		965333333333 9653333333333		
1		965333333333		
		965333333333 9653333333333		
		965333333333 9653333333333		
		965333333333	11-11-	-13 56.00
		965333333333 9653333333333		
		965333333333 9653333333333		-13 50.00
1		965333333333		
1		965333333333 9653333333333		
İ		965333333333	11-11-	-13 75.00
		965333333333 965333333333		

[CONTINUED NEXT PAGE]

PAGE NO. 1

PATIENT	ACCOUNT NUMBER	ASSIGN DATE	AMOUNT
Names Redacted	96533333333 965333333333 965333333333 965333333333 965333333333 965333333333 965333333333 965333333333 965333333333 965333333333 965333333333 965333333333	11-11-13 11-11-13 11-11-13 11-11-13 11-11-13 11-11-13 11-11-13 11-11-13 11-11-13 11-11-13 11-11-13 11-11-13	24277.76 75.00 50.00 16070.96 849.00 150.00 75.00 7109.75 50.00 50.00 55.50 163.00 4373.31
	96533333333 96533333333 96533333333 965333333333	11-11-13 11-11-13 11-11-13 11-11-13	50.00 41.00 75.00 429.50

TOTAL NUMBER OF ACCOUNTS ASSIGNED: 38
TOTAL DOLLAR AMOUNT ASSIGNED: \$96,577.65

PAGE NO. 2

Sincerely,

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

Recall/Cancel Report

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP DATE: 11-15-13

CLIENT NO. CO543330

Sample Client 100 Main Street Gailtown, CO 73256

The following debtors assigned by you to this agency have been removed from active collection processes. Please notify us immediately if the action was taken in error. Thank you for the opportunity to be of service to you.

Names Redacted— Recalled by Client 04 Nov 11 1109.00 1109.00 E07-00000-00000 04 Nov 11 52.00 52.00 E06-00000-00000 04 Nov 11 124.00 124.00 E07-00000-00000 04 Nov 11 966.75 966.75 E06-00000-00000 04 Nov 11 159.50 159.50 E06-00000-00000 04 Nov 11 911.00 911.00 E06-00000-00000 04 Nov 11 898.00 898.00 H06-00000-00000 04 Nov 11 91.00 91.00 E06-00000-00000	ACCOUNT NAME	ASSIGNED	PRINCIPAL	CAN. AMT.	ACCOUNT NUMBER
04 NOV 11 124.00 124.00 E07-00000-00000 04 NOV 11 966.75 966.75 E06-00000-00000 04 NOV 11 159.50 159.50 E06-00000-00000 04 NOV 11 911.00 911.00 E06-00000-00000 04 NOV 11 898.00 898.00 H06-00000-00000					
04 NOV 11 159.50 159.50 E06-00000-00000 04 NOV 11 911.00 911.00 E06-00000-00000 04 NOV 11 898.00 898.00 H06-00000-00000			52.55		
04 NOV 11 898.00 898.00 H06-00000-00000	1				
04 NOV 11 91.00 91.00 E06-00000-00000					
04 NOV 11 787.00 787.00 E07-00000-00000					

TOTAL NUMBER OF ACCOUNTS: 9
TOTAL DOLLAR AMOUNT CANCELLED: \$5,098.25

Sincerely,

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

SAMPLE REPORT

MUNICIPAL COURT

Collections by Offense Year Report As of November 12, 2013

Offense Year	00-9000		Amounts [justments]						ount Collected* d / (Assigned - C	ancelled)	The state of the s				
-	#		\$	#		\$	%	#	\$	%		\$	%		
2013	1,514	\$	702,033.53	43	\$	16,807.90	2.39%	79	\$ 26,997.00	3.94%	\$	658,228.63	93.76%		
2012	2,886	\$	1,266,067.17	177	\$	69,545.70	5.49%	760	\$ 278,407.45	23.27%	\$	918,114.02	72.52%		
2011	2,450 \$	\$	1,030,962.80	294	\$	112,924.10	10.95%	989	\$ 385,719.26	42.02%	\$	532,319.44	51.63%		
2010	2,972	\$	1,215,420.73	686	\$	262,525.15	21.60%	1,219	\$ 469,721.90	49.29%	\$	483,173.68	39.75%		
2009	2,496	\$	951,479.60	935	\$	327,379.95	34.41%	908	\$ 355,583.25	56.98%	\$	268,516.40	28.22%		
2008	3,182 3	\$	1,119,113.92	1,026	\$	291,362.22	26.04%	1,401	\$ 528,806.50	63.88%	\$	298,870.20	26.71%		
2007	1,799	\$	630,427.74	442	\$	133,518.20	21.18%	911	\$ 325,429.92	65.49%	\$	171,479.62	27.20%		
2006	2,261	\$	805,830.30	1,137	\$	411,277.97	51.04%	900	\$ 308,447.23	78.18%	\$	86,072.60	10.68%		
2005	2,614	\$	935,830.49	1,439	\$	523,299.81	55.92%	831	\$ 286,593.74	69.47%	\$	125,886.94	13.45%		
2004	3,530 \$	\$	1,310,859.31	1,696	\$	622,142.42	47.46%	722	\$ 264,140.46	38.35%	\$	425,078.76	32.43%		
2003	1,950 \$	\$	708,605.07	632	\$	212,208.30	29.95%	503	\$ 171,842.58	34.62%	\$	325,060.17	45.87%		
2002	633	\$	201,456.95	164	\$	52,859.55	26.24%	262	\$ 82,634.60	55.61%	\$	65,962.80	32.74%		
2001	329	\$	116,916.17	64	\$	24,278.51	20.77%	132	\$ 45,465.53	49.08%	\$	47,172.13	40.35%		
2000	254 9	5	68,969.42	46	\$	13,654.50	19.80%	101	\$ 27,263.10	49.29%	\$	28,051.82	40.67%		
1999	178	\$	39,124.80	21	\$	4,900.30	12.52%	54	\$ 11,304.70	33.03%	\$	22,919.80	58.58%		
1998	89 3	\$	19,451.83	9	\$	2,197.20	11.30%	34	\$ 7,272.56	42.15%	\$	9,982.07	51.32%		
1997	4 9	\$	1,007.50	2	\$	557.70	55.35%	2	\$ 449.80	100.00%					
1996	3 9	\$	643.50					1	\$ 149.50	23.23%	\$	494.00	76.77%		
1995	1 9	\$	442.00					1	\$ 442.00	100.00%					
Total	29,145	\$	11,124,642.83	8,813	\$	3,081,439.48	27.70%	9,810	\$ 3,576,671.08	44.47%	\$	4,467,383.08	40.169		

150,389

8,448

←(8U-(s0p16.67h8.5v0s0b0TPAGE 1 LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

11-12

330,590

8,861

171,753

history report HISTORY ANALYSIS FOR: Sample Client

MONTH ENDING 10-31-13 NET/(GROSS) CLIENT/(AGENCY) ----ASSIGNMENTS----- -----COLLECTIONS----- NET GROSS -COMMISSIONS- ----CANCELLED----- -- OPEN ACCOUNTS--MO YR AMOUNT AVG CURR % TO DATE TO DATE % AMOUNT % PIF AGE % **AMOUNT** 10-13 200,817 8,947 1,743 4,236 187,635 22 (0 48 441 (201.162)9-13 192,842 16,052 23,736 4,582 5,926 163,181 12 133 482 (192,825)4,705 8-13 175,685 130,132 197 394 24 23 549 (175, 995)7-13 119,556 7,422 33,329 6,540 5,008 81,219 169 380 28 33 (119,576)(0 8,618 6-13 51,018 10,100 145,105 7,140 86,947 37 (144,922)(0 25,095 5-13 279,117 9,848 126,484 137,495 15,138 1361 (279,441)(0 4-13 250,538 7,200 126,069 24,831 7,753 116,716 1262 (250, 197)(0 0) 8,389 6,876 3-13 209,027 94,108 18,569 108,043 1103 572 396 (209.915)(0 4,982 2-13 205,552 100,372 540 386 1006 35 431 204 (206.018)(0 _____ 333,439 8,499 1-13 177,765 35,082 10,739 144,935 919 377 1626 0) (333,392)(0 6,722 12-12 263,567 132, 199 25,869 6,382 124,986 1325 199 51 50 629 669 387 (263, 214)

33.779

Page 1

	1671	(331,241)	198		3		53	52	history	report 20	47 (0	0)	3	704		920	405
°PAGE 2 LINEBAR	RGER GOO	GAN BLAIR &	SAMPSON	HIS , LLP	TORY	ANALYSIS	FOR:	Sample	Client					MC	NTH ENDING	10-3	1-13
MO YR		T/(GROSS) SIGNMENTS AMOUNT	 AVG	COLL CURR	ECTI	ONS TO DATE	NET %	GROSS %	-COMMISSIO TO DATE	CLIEN NS %			· %	OPEN #	ACCOUNTS AMOUNT	# PIF	AVG AGE
10-12	1585	301,482 (301,465)	190	9,621	3	145,162	49	48	28,606	20	34 (0	6,808 0)	2	731	149,513	820	482
9-12	1872	333,010 (333,983)	178	9,374	3	169,170	52	51	33,144	20	38 (0	9,626 0)	3	862	154,215	972	695
8-12	1734	359,210 (359,247)	207	8,023	2	192,579	55	54	37,971	20	33 (0	6,144 0)	2	722	160,487	979	375
7-12	1297	241,949 (241,089)	187	5,844	2	129,636	55	54	25,471	20	20 (0	6,084 0)	3	570	106,230	707	419
6-12	1889	337,524 (336,504)	179	9,591	3	190,387	59	56	37,251	20	73 (0	14,390 0)	4	696	132,748	1120	449
5-12	4008	830,105 (831,600)	207	22,500	3	348,295	45	42	68,413	20	300 (0	62,397 0)	8	1870	419,413	1838	417
4-12		0 (0)	0	0	0	0	0	0	0	0	0 (0	0 0)	0	0	0		
3-12		0 (0)	0	0	0	0	0	0	0	0	0 (0	0 0)	0	0	0		
2-12	1375	306,283 (306,026)	223	2,581	1	139,276	47	45	25,287	18	44 (0	9,173 0)	3	707	157,834	624	363
1-12	1338	302,285 (302,620)	226	3,966	1	147,047	50	49	25,938	18	40 (0	9,343 0)	3	643	145,894	655	379
12-11	1222	268,159	219	6,002	2	124,718	48	47	21,966 Pag	18	27	6,027	2	625	137,414	570	415

		(268,087)							history	repo	ort (0	0)					
11-11	1599	319,197 (319,992)	200	2,724	1	142,832	46	45	25,036	18	29 (0	5,821 0)	2	852	170,545	718	423
[♀] PAGE LINEB/		OGGAN BLAIR &			STOR	Y ANALYSIS	FOR:	Sample	Client					Ν	ONTH ENDING	i 10-3	31-13
MO YR	/	NET/(GROSS) ASSIGNMENTS AMOUNT	AVG	COLI	LECT %	IONS TO DATE	NET %	GROSS %	-COMMISSIO TO DATE	NS-	ENT/(AGI CAI #	ENCY) NCELLED AMOUNT	%	#	AMOUNT	PIF	AVG AGE
YR-13	10349	2,111,679 (2,113,442)	204	92,661	4	782,675	38	37	154,177	20	382 (0	73,797 0)	3	5754	1,255,207	4213	409
YR-12	18094	3,606,006 (3,606,990)	199	87,084	2	1,765,504	51	49	341,728	19	656 (0	138,793	4	8134	1,701,709	9304	441
YR-11	16029	3,005,545 (3,005,529)	188	23,248	1	1,426,181	49	47	252,152	18	415 (0	76,328 0)	3	8136	1,503,036	7478	404
YR-10	16640	2,703,745 (2,704,776)	162	5,685	0	1,384,780	53	51	244,857	18	519 (0	73,241 0)	3	7842	1,245,724	8279	381
YR-09	15328	2,257,824 (2,261,268)				1,250,991			221,433	18		57,531 0)	3	6350	949,302	8567	389
YR-08	68044	7,029,466 (7,035,528)	103			2 109 685		30	374,391	18	658 (1	58,304 52)	1	47141	4,861,478	20245	1739
YR-07	0	0 (0)	0	0	0	0	0	0	0	0	0 (0	0 0)	0		0	0	
PRIOR		0 (0)	0	0	0	0		0	0	0	0 (0	0 0)		0	0		
TOTAL		20,714,265 (20,727,533)	143	226,134	1	8,719,816	43	42	1,588,739	18	3,041 (1	477,994 52)	2	83357	11,516,456	58086	1033

Page 3

 $$\operatorname{\mathtt{PAGE}}\ 1$$ STAIR STEP HISTORY ANALYSIS FOR: Sample Client LINEBARGER GOGGAN BLAIR & SAMPSON, LLP MONTH ENDING 10-31-13

		AS	SSIGNMENT															OVER
MO YR	# #	MT-PLACED	ADJUST	NET-PLACED	AVERAGE	1MO	2MO	3MO	4MO	5MO	6мо	7MO	8MO	9MO	10MO	11MO	12MO	12MO
10-13 9-13 8-13 7-13	917 999 770 569	201,162 192,825 175,995 119,576	-344 17 -310 -20	200,817 192,842 175,685 119,556	219 193 228 210	4.5 4.0 3.8 3.2	12.3 16.0 13.0	23.3 21.7	27.9									
6-13	736	144,922	184	145,105	197	4.3	16.5	24.1	29.2	35.2	10 mm							
5-13 4-13 3-13 2-13 1-13 12-12 11-12 10-12 9-12 8-12 7-12 6-12 4-12	1,361 1,262 1,103 1,006 1,626 1,325 1,671 1,585 1,872 1,734 1,297 1,889 4,008	144,922 279,441 250,197 209,915 206,018 333,392 263,214 331,241 301,465 333,983 359,247 241,089 336,504 831,600	-324 341 -889 -466 48 353 -651 18 -974 -38 860 1,020 -1,495	145,105 279,117 250,538 209,027 205,552 333,439 263,567 330,590 301,482 333,010 359,210 241,949 337,524 830,105	205 199 190 204 205 199 198 190 178 207 187 179 207	13.3 2.9 3.1 0.9 0.6 0.1 0.2 0.6 0.5 0.6 0.7	25.3 23.5 9.1 15.6 2.0 2.6 1.2 1.9 3.3 3.1 3.4 0.0	32.6 31.8 13.9 19.5 20.6 3.2 3.3 3.5 3.1 4.3 4.5 0.0	37.5 37.1 16.4 21.4 24.0 22.6 4.0 3.9 4.3 3.8 5.1 5.4 0.0	41.8 44.1 23.8 23.1 27.2 24.1 22.3 4.9 5.0 4.8 5.9 5.3 0.0	45.3 47.4 36.0 29.7 28.2 26.1 23.6 23.2 6.0 5.2 6.1 5.4	50.3 41.0 43.4 33.6 28.3 25.5 24.5 26.5 6.6 5.7 0.0	45.0 46.4 45.6 33.5 27.1 25.5 27.0 7.0 6.0 0.0	48.8 50.8 44.0 40.6 26.8 29.2 29.4 30.9 7.7 6.2 0.0	53.3 47.6 46.3 37.7 30.2 31.5 31.3 6.6	50.2 49.3 42.2 40.9 30.9 32.0 32.3 24.8 0.0	52.0 45.0 44.8 43.5 33.8 32.9 25.6 0.0	48.1 50.8 53.6 53.6 54.4 42.0
3-12	1 275	200 020	257	206 283	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2-12 1-12 12-11 11-11	1,375 1,338 1,222 1,599	306,026 302,620 268,087 319,992	257 -335 72 -795	306,283 302,285 268,159 319,197	223 226 219 200	5.8 5.0 2.7 2.0	14.3 17.5 10.3 9.5	18.4 24.3 18.2 14.4	20.3 27.6 23.9 21.0	21.6 29.0 25.5 24.5	22.7 30.7 27.8 26.3	23.6 31.9 28.6 27.0	24.1 33.6 30.0 29.0	24.7 35.0 30.3 29.9	25.2 36.0 31.4 30.9	25.2 36.8 32.4 31.5	27.6 37.2 33.4 32.4	45.5 48.6 46.5 44.7
			то	TAL AVERAGE	RATIOS:	2.7	9.8	14.7	17.9	20.8	23.3	25.6	27.7	31.0	33.8	35.7	37.1	49.0

9

Remittance Report

CLIENT#	TC	DNUM	C.D.#	CASE#	PMT DATE	Tot Pmt	Fine Pd	Law Comn
SSCLIENT1		80000000	MMMMMMMOOO	XXXXXXXXXXXXX421CIXXMA1	11-12-13	131.60	94.00	37.60
SSCLIENT1		8000000	MMMMMMMMOOO	XXXXXXXXXXXX422CIXXMA1	11-12-13	222.60	159.00	63.60
SCLIENT1		8000000	MMMMMMMOOO	XXXXXXXXXXX3423CIXXMA1	11-12-13	84.00	60.00	24.00
SCLIENT1		80000001	OOMMMMMMMMM	XXXXXXXXXX6810CIXXMA1	11-12-13	129.50	92.50	37.00
SSCLIENT1		8000000	OOMMMMMMMM	XXXXXXXXXXXXX873CIXXMA1	11-12-13	79.80	57.00	22.80
SSCLIENT1		8000000	OOMMMMMMMMM	XXXXXXXXXX6591CIXXMA1	11-12-13	201.60	144.00	57.60
SSCLIENT1		80000000	MMMMMMMM	XXXXXXXXX41546CIXXMA1	11-13-13	57.40	41.00	16.40
SSCLIENT1		8000000	MMMMMMMM	XXXXXXXXXXX244CIXXMA1		187.60	134.00	53.60
SCLIENT1		80000000		XXXXXXXXXXXX243CIXXMA1		257.60	184.00	73.6
SSCLIENT1			MMMMMMMM	XXXXXXXXXXX969CIXXMA1		170.80	122.00	48.80
SSCLIENT1		80000000	MMMMMMMM	XXXXXXXXXXX177CIXXMA1	11-13-13	57.40	41.00	16.40
	**					1579.90	1128.50	451.40
otals for SSCLIENT1						1579.90	1128.50	451.40
SSCLIENT1		30000000		XXXXXXXXXXX644AXXXMA1	11-15-13	45.00	32.14	12.80
	帕帕特					45.00	32.14	12.80
otals for SSCLIENT1						45.00	32.14	12.80
						1624.90	1160.64	464.2

12 records listed.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

100 Throckmorton, Suite 300 Fort Worth, TX 78232 (817) 877-4589 FAX (817) 877-0601

2/13/2013

INVOICE

Fees and Fines for Sample Client

Sample Client 112 Santa Fe Dr. Weatherford, TX 76086

Fees for collections during September 2011 due to <u>Linebarger Goggan</u> Blair & Sampson, LLP for the collection of fees and fines for Sample Client

Sample Client for September 2012 collections

\$XXX

Sample Client for September 2012 fees due LGB&S, LLP

\$XXX

Please make your check payable to Linebarger Goggan Blair & Sampson, LLP and mail to:

Linebarger Goggan Blair & Sampson, LLP P.O. Box 17428 Austin, Texas 78760-7428

Attention: Accounts Receivable

Please include a copy of this invoice with your payment.

SAMPLE CLIENT

For the Period Ending October 31, 2013

Transaction	Client		•	
Date	Reference #	Name	Payment	Commission Add On
10/31/2013	3 07-00000	Names Redacted	\$149.50	\$34.50 Yes
10/31/2013	3 07-00000	Names Redacted	\$80.00	\$80.00 Yes
10/31/2013	3 07-00000		\$20.00	\$20.00 Yes
10/31/2013	3 07-00000		\$201.50	\$46.50 Yes
10/31/2013	3 07-00000		\$292.50	\$67.50 Yes
10/31/2013	3 07-00000		\$267.80	\$61.80 Yes
10/31/2013	3 07-00000		\$245.70	\$56.70 Yes
10/31/2013	3 07-00000		\$200.80	\$55.80 Yes
10/31/2013	3 07-00000		\$230.10	\$53.10 Yes
10/31/2013	3 07-00000		\$230.00	\$54.00 Yes
9/30/2013	3 07-00000		\$127.40	\$29.40 Yes
10/31/2013	3 07-00000		\$202.00	\$46.50 Yes
10/31/2013	3 07-00000		\$156.00	\$36.00 Yes
10/31/2013	3 07-00000		\$234.00	\$54.00 Yes
10/31/2013	3 07-00000		\$195.00	\$45.00 Yes
10/31/2013	3 07-00000		\$139.10	\$32.10 Yes
10/31/2013	3 07-00000		\$292.50	\$67.50 Yes
10/31/2013	3 07-00000		\$195.00	\$45.00 Yes
10/31/2013	3 07-00000		\$239.20	\$55.20 Yes
10/31/2013	3 07-00000		\$292.50	\$67.50 Yes
9/30/2013	3 07-00000		\$291.30	\$60.30 Yes
10/31/2013	07-00000		\$237.90	\$54.90 Yes
	Total		\$4,519.80	\$1,123.30

Sample Client Civil Traffic As of 26 December 2013

	Placem	ents	Current Good	Address (1)	Mailing	IS	NCOA / Skip Tracing					
Year	Accounts #	Amount	Count	Percent	Letters Mailed	Mail Returns Processed	Attempts	Hits				
2008	67,760 \$	6,989,557	48959	72%	152,391	35,260	571,651	45,319				
2009	15,612 \$	2,307,239	12209	78%	40,133	5,453	56,769	6,307				
2010	16,640 \$	2,704,802	13079	79%	42,685	5,390	59,395	16,252				
2011	16,029 \$	3,005,529	12541	78%	40,599	4,558	41,717	5,681				
2012	18,094 \$	3,606,990	14165	78%	42,790	4,202	42,845	6,609				
2013	7,567 \$	1,524,378	6194	82%	10,799	1,055	10,148	1,628				
Total	141,702 \$	20,138,494	107,147	76%	329,397	55,918	782,525	81,796				

	Current Good	Phone (2)									
Year	Count	Percent	Outbound (Calls	Closed (3)	D	Non-payment Resolutions (4)	Pa	yment Resolutions (5)		Commission
2008	11,357	1	7% 27	4,618	\$ 57,404	\$	(5,948)	\$	2,034,356	Ś	361,047
2009	3,872	2	5% 5	7,248	\$ 57,951	\$	(3,307)	\$	1,258,666	Ś	222,862
2010	2,648	1	5% 5	0,713	\$ 73,035	\$	(1,004)	\$	1,360,432	Ś	240,494
2011	1,042		7% 1	2,727	\$ 75,356	\$	504	\$	1,330,609	\$	235,486
2012	1,032		5% 2	1,678	\$ 137,604	\$	(762)	\$	1,412,184	\$	272,887
2013	247		3%	2,384	\$ 54,596	\$	501	\$	408,204	\$	80,385
Total	20,198	1	4% 419	,368	\$ 455,946	\$	(10,015)	\$	7,804,451	\$	1,413,161

Notes:

- 1 Current Good Addresses represent accounts that have a mailable address today. These accounts might have been placed with an address; however through mailing and skip tracing activities, we have identified that address and subsequent addresses to be incorrect and have not found a new address.
- 2 Current Good Phones represent accounts that have a callable phone number today. These accounts might have been placed with a phone number; however through calling and skip tracing activities, we have identified that number and subsequent numbers to be incorrect.
- 3 Closed amounts represent accounts that have been closed by the client or accounts that have been adjusted to zero without a payment.
- 4 Non-Payment Resolution amounts consists of the following payment types: A = Adjustments, S = Community Service, T = Time Served, J = Judgment Only
- 5 Payment Resolution amounts consists of the following payment types: C = Cash Payment and B = Bond Forfeit

Client Real-Time Access to Data

Linebarger Goggan will provide on-line real-time access for the City to view the status and activity on their accounts via an Internet connection. The City will be able to monitor account status and activity on an account by account basis, including letters, phone calls and collector notes. Access will also include selected monthly reports that may be viewed via the web site. These reports will include information on placements, collection rates, dismissal rates and other activities.

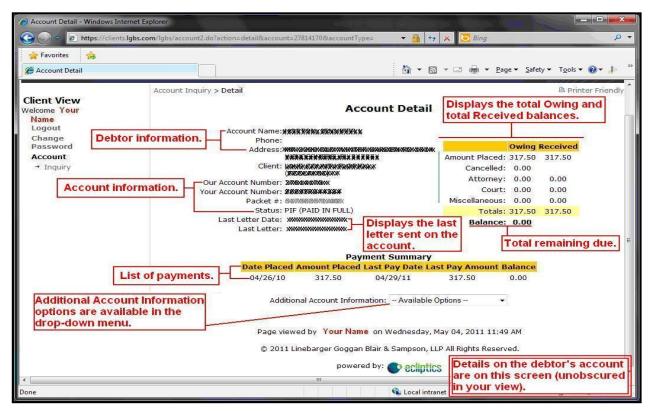
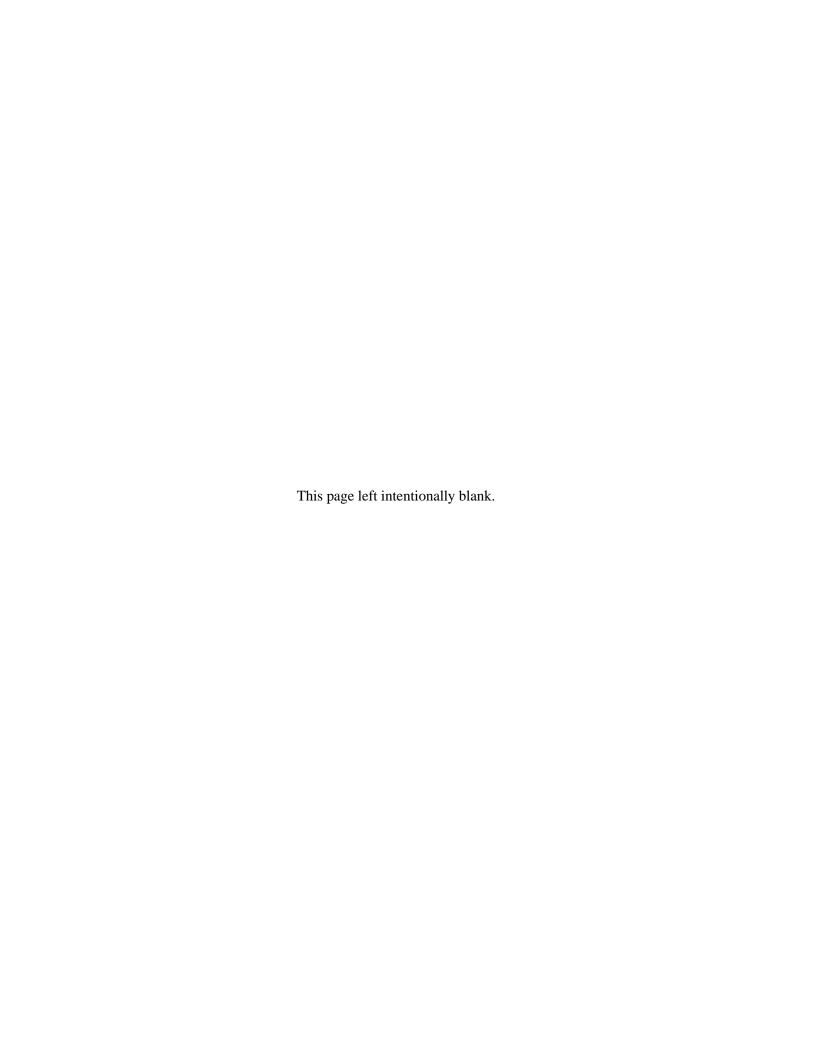




Exhibit E: Sample Phone Scripts

The following telephone scripts are given as samples of the phone script used for collections. Linebarger Goggan with work with the City of Austin to create customized telephone scripts for this project.



Sample Phone Scripts

The following are examples of the types of scripts used at our San Antonio Call Center. Our scripts for the City of Austin will conform to all Texas state laws and regulations, in addition to all applicable FDCPA requirements.

Sample "Inbound" Talk-Off:

This is Linebarger, Goggan, Blair and Sampson, how may I help you?

<Yeah, you guys sent this letter to me, what's this about?>

"If you have our letter, please provide me with the account number located to the right of your name (or client's account number, invoice number, your name, your address, your social security number, or telephone number)"

"Is your name (Patron/Offender's full name per Cubs)?"

<Yes, who is this? What's this about?>

"Mr. /Mrs. (Patron/Offender's last name), before we continue with our conversation I need to confirm some information on this account." (Confirm physical/mailing address, home phone and work phone/information.)

"Now that we have confirmed the information how can I help you?"

<I need to pay for the violations/I am disputing the information/etc.>

Possible Scenarios:

- We can accept credit card payment by phone for the balance
- We can set up a payment plan if needed.
- We need to discuss the Hearing Status.
- We can provide a fax number to have you forward your documentation.
- We can provide the Client phone number, if needed.
- We can provide our Attorney phone number, if absolutely needed...

Scenarios to Re-Cap:

I would like to re-cap the conversation and arrangements that have been made with you:

- balance-in-full to be paid
- a callback later in the week/month to resolve the account
- you are contacting the Client, but will be calling me back
- and we are setting up the payment plan and sending out the payment plan letter
- you are contacting our Attorneys in _____

Sample "Outbound" Talk-Off

"May I speak to Mr./Mrs...(Patron/Offender's full name per CUBS)?

<Yes, who is this?>

"Mr./Mrs..(Patron/responsible party) my name is (your full name) with the law firm of Linebarger, Goggan, Blair and Sampson. We represent (Client) concerning an outstanding fine/debt you owe in the amount of (full balance)." (Pause, wait for the Patron's response)

"Mr./Mrs. (Patron/Offender's last name), before we continue with our conversation I need to confirm some information on this account." (Confirm physical/mailing address, home phone and work information and phone number.)

"Now that we have confirmed this information when can (Client) expect to be paid? <I can pay today-I need a payment arrangement-I am disputing this account, etc.>

Possible Scenarios:

- We can accept credit card payment by phone for the balance.
- We can set up a payment plan if needed.
- We need to discuss the Hearing Status.
- We can provide a fax number to have you forward your documentation.
- We can provide the Client phone number, if needed.
- We can provide our Attorney phone number, if absolutely needed...

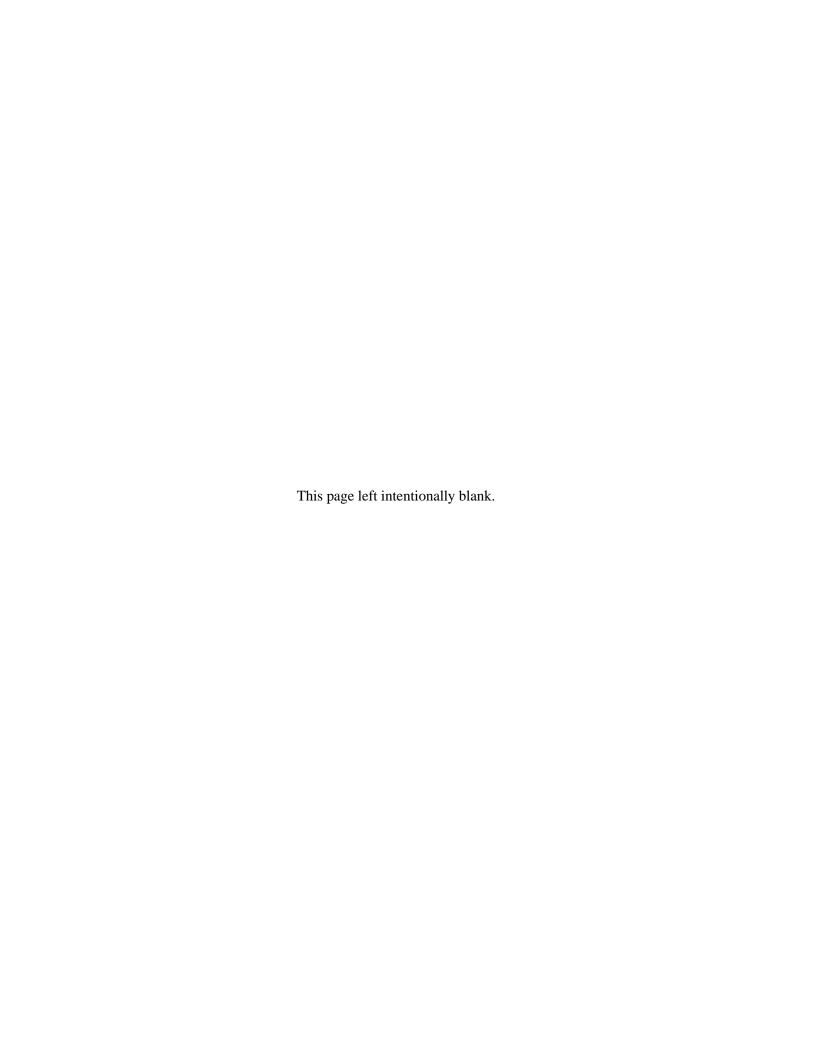
Scenarios to Re-Cap:

I would like to re-cap the conversation and arrangements that have been made with you:

- balance-in-full to be paid
- a callback later in the week/month to resolve the account
- you are contacting the Client, but will be calling me back
- and we are setting up the payment plan and sending out the payment plan letter
- you are contacting our Attorneys in Houston...



Exhibit F: MBE/WBE No Goals Form



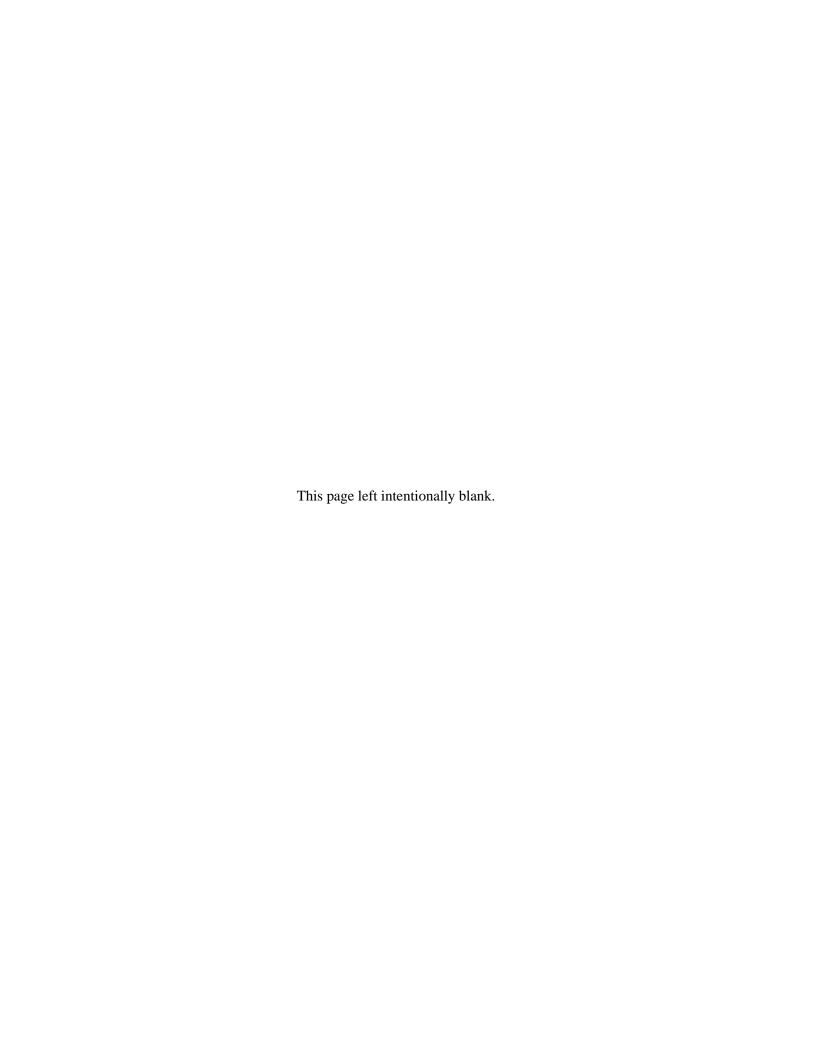
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM NO GOALS FORM

SOLICITATION NUMBER: CDL2001

PROJECT NAME: Debt Collections Legal Services
The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.
If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.
Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?
No X If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.
Yes If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.
After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.
I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.
Linebarger Goggan Blair & Sampson, LLP Company Name
Steve Bird, Managing Partner
Name and Title of Authorized Representative (Print or Type)
7/8/2014
Signature Date



Exhibit G: Sample Pleadings



LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
The Terrace II
2700 Via Fortuna Drive, Suite 400
P. O. BOX 17428
AUSTIN, TEXAS 78760

512/447-6675 ext 3833 FAX 512/443-3494

Douglas Steven Bird, Partner

email to steve.bird@lgbs.com

July 10, 2014

ABCD Hospitality, Inc. d/b/a Local Hotel President, Douglas A. Public 4770 Main Street Drive Austin, Texas 78799

Re: Delinquent Hotel Occupancy Tax, Local Hotel Quarter Ending 3/31/12, 9/30/12 and 12/31/12 at 4770 Main Street Drive, Austin, Texas

Dear Mr. Public:

Please be advised that our Firm represents the City of Austin, and we have been retained to assert their claim against your corporation for the delinquency of hotel occupancy taxes pursuant to the Texas Tax Code Section 351.004. This letter is notice of my client's claim and attempt to resolve the hotel occupancy tax matter without further litigation.

The City of Austin's records reflect that your hotel operator has not submitted the report or payment of hotel occupancy taxes required for March 31, 2012, September 30, 2012 and December 31, 2012. Based upon your report of taxable receipts to the Texas Comptroller, the following amounts are due to the City of Austin if paid by February 28, 2013:,

First quarter \$84,436.94 receipts

Tax due	\$7,599.32
Penalty	759.93
Interest	454.41

Subtotal \$8,813.66 for first quarter

Third quarter \$79,095.80 receipts

Tax due	\$7,118.62
Penalty	711.86

Interest <u>103.84</u>

Subtotal \$7,934.32 for third quarter

Fourth quarter \$78,721.47 (2009 state report, subject to change with 2010 report)

 Tax due
 \$7,084.93

 Penalty
 354.25

 Interest
 .00

Subtotal \$7,439.18 for fourth quarter

TOTAL NOW DUE \$24,187.16

The amount indicated above is due by February 28, 2013. Make your check payable to the City of Austin and mail it directly to me. If my office does not receive full payment we intend to pursue further litigation to collect the amount due to the City of Austin after this due date.

Please be advised that the City of Austin Code Chapter 11–2–21 et seq. provides for the penalties applicable to a late payment and also sets out other remedies that the City has available which include bringing suit and filing an injunction that would prevent you from operating your place of business.

Should we be required to file a cause of action for the delinquency of the hotel occupancy taxes, we will seek all remedies available to the City of Austin, including exercising the City's right under Texas Tax Code Section 351.004 which allows the City to seek a temporary and permanent injunction that prevents the hotel from operating until all taxes are paid, including the recovery of reasonable attorney's fees.

Please find attached to this letter a copy of the notice that will be filed in deed records in Travis County that documents the delinquency owed to the City of Austin for the hotel occupancy tax.

Sincerely,

Steve Bird Attorney at Law

Suit No		
CITY OF AUSTIN	§	IN THE DISTRICT COURT
V.	§	FOR THE
ABCD HOSPITALITY, INC., D/B/A LOCAL HOTEL	§	JUDICIAL DISTRICT IN
	§	TRAVIS COUNTY, TEXAS

AGREED ORDER AND PERMANENT INJUNCTION

- 1. On this the 21St day of August 2013, came before this Court, plaintiff, the CITY OF AUSTIN and defendant, ABCD HOSPITALITY, INC., D/B/A LOCAL HOTEL. The parties reached an agreement and read into the record the following stipulations.
- 2. By their duly authorized signatures hereto, the parties by and through their attorneys of record stipulate to the Court that they understand the terms of this Agreed Order and Permanent Injunction.
- 3. Pursuant to their agreement, the parties submit to the jurisdiction of the Court and do not contest the entry of this Agreed Order and Permanent Injunction.

DEFINITIONS

- 4. For purposes of this Agreed Order and Permanent Injunction, the following definitions shall apply.
 - a. "Austin" shall mean the City of Austin Travis County, Texas which is the plaintiff in this action;
- b. "Local Hotel" shall mean the hotel which is located at 4770 Main Street Drive, Austin, Travis County, Texas.

c. "ABCD" shall mean ABCD Investments, Inc. and its officers, agents, servants, employees, and any other persons acting in concert or participation with defendant who receives actual notice of this injunction by personal service or through its attorney of record.

FINDINGS

- 5. It appearing to the Court that all parties, by and through their respective attorneys have agreed to the entry of this Agreed Order and Permanent Injunction and based upon the stipulations of the parties, the Court finds as follows:
 - a. That it has jurisdiction of the parties and subject matter of this suit;
 - b. That Local Hotel is a "hotel" as defined by section 156.001 of the Texas Tax Code and sections 11-2-1 of the City of Austin Code of Ordinances;
 - c. That Local Hotel has an outstanding hotel occupancy tax due and owing to the City of Austin in accordance with sections 351.002 and 351.004 of the Tax Code and sections 11-2 et seq. of the City of Austin Code of Ordinances;
 - d. That the entry of this Permanent Injunction is agreed to by all the parties (subject to the terms and conditions set forth herein-below);
 - e. That the entry of this Permanent Injunction is allowed by state law;
- 6. Based on these findings, and having heard and considered the representations made by the parties, the Court is of the opinion that a permanent injunction should be issued, as set forth herein-below.

INJUNCTIVE RELIEF

7. IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that beginning at 9:00 a.m. on Monday, October 21, 2013, Local Hotel and ABCD, its officers, agents, servants, employees, and any other persons acting in concert or participation with defendant who receives actual notice of this injunction by personal service or through its attorney of record, shall permanently desist and refrain from engaging in, or attempting to engage in, the following described acts:

- a. From operating the Local Hotel within the city limits of Austin, Texas until the taxes subject to this lawsuit in the amount of \$______ or an agreed upon lower amount, owed the City of Austin are paid in full;
- b. From receiving any monies or compensation of any kind from any person, occupant, tenant or otherwise staying within the establishment known as the Local Hotel;
- c. From charging any fee or charge, of any nature to any person, occupant, tenant or otherwise within the establishment known as the Local Hotel;
- d. From refusing entry to, or creating any hindrance to, any peace officer of Travis County, Texas from entering the facility known as the Local Hotel beginning the date and time this Permanent Injunction goes into effect.
- 8. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any peace officer, constable or Sheriff of Travis County, Texas is hereby DIRECTED and ORDERED to undertake all reasonable steps necessary to insure that the business known as the Local Hotel is not in operation, or otherwise conducting business as a hotel or other going concern, such authority and direction shall include but is not limited to: changing all locks to front office; recovering the keys for all hotel rooms used in the conduct of the business; recovering all records and books maintained at the hotel and keeping same in safe keeping; taking all steps necessary to stop municipal services to the facility, including water and electricity services; and taking any other reasonable act to ensure that the business known as the Local Hotel is no longer in operation.
- 9. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Permanent Injunction shall go into effect at 5:00 p.m. on Monday, October 21, 2013 unless it is stayed by the following actions which the parties agree will stay this Permanent Injunction:

- a. On or before October 20, 2013, Local Hotel and/or ABCD shall pay an amount agreed to by the parties as full and final payment of the outstanding balance of all delinquent an unpaid hotel occupancy taxes;
- b. In the event the parties are unable to reach an agreement on or before October 20, 2013, Local Hotel and/or ABCD shall pay into the registry of the Court the sum of \$_____ and the Court, upon further hearing, will determine what amount, if any, is lawfully due the City of Austin from the deposited proceeds.
- 10. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties will undertake reasonable efforts to attempt to resolve any dispute they may have regarding or pertaining to the amounts which the City of Austin claims are due and owing by Local Hotel and such efforts shall include, but not be limited to, one or more meetings, as may be needed, between the parties and their respective attorneys;
- 11. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all communications and correspondence, in any form, between the parties and their respective counsel, shall be responded to within 2 business days from the date of receipt of such communication/correspondence;
 - 12. All relief not granted herein is DENIED until further ORDER.

SIGNED this ___day of _______, 2014.

AGREED AS TO FORM AND SUBSTANCE: Douglas Steven Bird Attorney for Plaintiff City of Austin Joe Doe Attorney for Defendant Local Hotel / ABCD

Su	-	
CITY OF AUSTIN	§	IN THE DISTRICT COURT
V.	§	FOR THE
ABCD HOSPITALITY, INC., D/B/A LOCAL HOTEL	A §	JUDICIAL DISTRICT
	§	TRAVIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

I.

COMES NOW, City of Austin and files this its Original Petition against the Defendant ABCD Hospitality, Inc. d/b/a Local Hotel and alleges that this Defendant has failed to comply with sections 351.004 of the Texas Tax Code and Sections 11-2-1 et seq of the City of Austin Code of Ordinances.

П.

Venue is proper in Travis County, Texas for the reason that all of the events giving rise to this cause of action have accrued or occurred within the County of Travis, and the property which is the subject of this action is located within Travis County, Texas.

III.

This action is brought against Defendants for non-payment of hotel occupancy taxes. Defendants are engaged in the operation of a hotel in Austin Texas as defined by Texas Tax Code Section 156.001, Texas Local Government Code Section 334.251 and Austin Code of Ordinances sections 11-2-1 et seq.

More specifically, on or about ______, Defendants, one or more of them, began operating the ABCD Hospitality, Inc., a Texas corporation, d/b/a Local Hotel, which is located at 4770 Main Street Drive, Austin Travis County, Texas.

Since the inception of the business, hotel occupancy taxes have accrued in accordance with the statutes and ordinances referenced above. Despite repeated demands by the City of Austin, and despite written demand by its counsel, Defendants have and continue to refuse to pay said taxes. A true and correct copy of the certified mail, demand letter sent by counsel is attached hereto as Exhibit "A" and incorporated herein for all purposes.

IV.

Under the provisions of the Texas Tax Code, the Texas Local Government Code, and the City of Austin Code of Ordinances, Defendants became obligated to pay hotel occupancy taxes to

the City of Austin. Defendants are also liable for interest on delinquent taxes at the applicable statutory rates. Plaintiff sues for these amounts in addition to all interest; costs and other fees which are or may be incurred through the date of trial.

V.

Additionally, the Texas Tax Code provides that a municipality may seek injunctive relief in an effort to collect the outstanding delinquent taxes. The Code provides as follows:

[T]he municipal attorney or other attorney acting for the municipality may bring suit against a person who is required to collect the tax...and pay the collections over to the municipality and who has failed to file a tax report or pay the tax when due to collect the tax not paid or to enjoin the person from operating a hotel in the municipality until the tax is paid or the report filed, as applicable, as provided by the court's order the person from operating a hotel in the city until the tax is paid or report is filed, as applicable, as provided by the court's order. In addition to the amount of any tax owed under this chapter, the person is liable to the municipality for (1) reasonable attorney's fees; (2) the costs of an audit conducted under Subsection (a-1) (1), as determined by the municipality using a reasonable rate, (3) a penalty equal to 15 percent of the total amount of the tax owed. Tex. Tax Code Section 351.004(a).

Accordingly, as set forth herein, Plaintiff seeks an order enjoining Defendants from operating the hotel on a temporary basis, and in the event the subject taxes are not paid, on a permanent basis.

VI.

Pursuant to the referenced statute, Plaintiff prays that the Court issue a Temporary Restraining Order without the necessity of a hearing enjoining Defendants from operation of the hotel located at 4770 Main Street Drive, Austin, Travis County, Texas and that such order remain in effect until such time as Defendants have complied with the referenced statutes and ordinances.

Plaintiff would show the Court that it is exempt from posting a bond pursuant to Rule 684 of the Texas Rule of Civil Procedure and Section 6.001 of the Texas Civil Practice and Remedies Code. VII.

In the event that the Defendants have not complied with the referenced statutes and ordinances on or before the expiration date of the Temporary Restraining Order, Plaintiff requests that the Court, upon hearing and notice, issue a temporary injunction against Defendants from operating the subject hotel and upon final hearing, issue a permanent injunction against the same.

VIII.

In accordance with Tex. Tax Code Ann section 351.004(a), the City of Austin is entitled to reasonable attorney's fees and an additional penalty equal to 15 percent of the total amount of tax owed.

IX.

In further support of this Petition, the City of Austin hereby incorporates for all purposes, the affidavit of its duly authorized representative which is attached hereto as Exhibit "B." The affidavit reflects that the sum of ______ (exclusive of court costs and attorney fees) is currently due and owing to the City of Austin by Defendants.

X.

In addition to the foregoing, Defendants continue to owe additional unpaid amounts but based upon information and belief, Defendants have failed to follow state mandated legal requirements for reporting income, and as such, additional amount which may be due and owing are unknown to Plaintiff at this time. Plaintiff reserves the right once such information is obtained, produced and reported, to seek additional monies as permitted by law.

PRAYER

The issuance of a temporary restraining order enjoining Defendants, their agents, employees, servants and contractors from operating the hotel located at 4770 Main Street Drive, Austin Travis County, Texas.

The issuance of a temporary injunction in the event that Defendants have not complied with the applicable statutes and ordinances prior to the expiration of the Temporary Restraining Order, which injunction enjoins Defendants, their agents, employees, servants and contractors from operating the hotel located at 4770 Main Street Drive, Austin Travis County, Texas.

The issuance of a permanent injunction at the time of trial, in the event that the Defendants have not complied with the applicable statutes and ordinances as of the date of trial, which injunction enjoins Defendants, their agents, employees, servants and contractors from operating the hotel located at 4770 Main Street Drive, Austin Travis County, Texas .

A judgment awarding Plaintiff the amounts requested herein, as amended through the date of trial, including but not limited to, an additional 15% percent of the total amount of tax owed and reasonable attorneys fees.

The awarding of any other relief, general or special, at or equity, to which the City of Austin may show itself justly entitled;

An order compelling Defendants to file with the State Comptroller's Office, all necessary reporting schedules and reports.

Respectfully Submitted, Linebarger Goggan Blair & Sampson, LLP Attorney for the City of Austin

BY:		

Douglas Steven Bird SBN: 02331330 Jeffrey Garcia SBN:

2700 Via Fortuna Drive, Suite 400

Austin, Texas 78746 (512)447-6675

(512) 447-3923 (fax)